

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 29-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051 mark.vanluit@eu.navy.mil 39-081-568-7744	CODE N33191	7. ADMINISTERED BY (If other than Item 6) NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051		CODE N33191

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rome Research Corporation 421 Ridge Street Rome NY 13440-5600	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4540-EJ02
	10B. DATED (SEE ITEM 13) 28-Sep-2009
CAGE CODE 7L329	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.

<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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9
<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) Trisha Rivers, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frederick M VanLuit, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Trisha Rivers (Signature of person authorized to sign)	15C. DATE SIGNED 26-Sep-2011	16B. UNITED STATES OF AMERICA BY /s/Frederick M VanLuit (Signature of Contracting Officer)	16C. DATE SIGNED 26-Sep-2011

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to exercise an option clause of the task order. Accordingly, said Task Order is modified as follows:

- a. In accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000), said task order is hereby extended for option period two for Option CLIN 5002 for the period of 29 September 2011 through 28 September 2012, contingent upon availability of funds.
- b. All other terms and conditions of the contract are unchanged and remain in effect. A conformed copy of this Task Order is attached to this modification for informational purposes only.
- c. 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 herein revised.

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 (\$)
5002	O&MN,N			

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5002			

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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	Performance Assessment Representative at Camp Lemonier, Djibouti, in accordance with the Performance Work Schedule. (FMS Case #00-0-000)			
5001	Performance Assessment Representative at Camp Lemonier, Djibouti, in accordance with the Performance Work Schedule. Option Year 1. (FMS Case #00-0-000)			
5002	Performance Assessment Representative at Camp Lemonier, Djibouti, in accordance with the Performance Work Schedule. Option year 2. (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work
Performance Assessment Representative Services
in Support of the Camp Lemonier Base Operations and Service Contract
Public Works Department
Camp Lemonier, Djibouti

1. BACKGROUND

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

2. OBJECTIVE

The objective of this Statement of Work (SOW) is to provide Performance Assessment Representative (PAR) technical services in support of Public Works Department (PWD) management and oversight of the Camp Lemonier Base Operations Support Contract (BOSC).

3. SCOPE OF WORK

3.1 Scope of Work. The Contractor is required to assist PWD Camp Lemonier in all manners of support for the BOSC Performance Assessment program, documentation support, and the enforcement of safety standards on BOSC and type III and IV construction contracts.

3.2 Role of the Contractor:

(1) Lead Performance Assessment Representative. The Contractor shall provide the resources for PAR technician support to the Public Works Department management and oversight of the BOSC on Camp Lemonier. Support includes: performing quality assurance reports and inspections; technical studies and evaluations; reviews, pre-work meetings, determining the appropriate method of documentation, developing inspection schedules, enforcing safety provisions, and recommending changes to the BOSC Performance Work Statement (PWS). Provides leading PAR services across 23 functional annexes of the BOSC including collection of reports from Camp departments, assembly of monthly performance report summary for the Contracting Officer's Representative, and arranging the monthly PAR-FAM meetings held with the government and the BOS contractor.

The Lead PAR assists the COR and Contracting Officer with the enforcement of contract provisions, specifically the performance requirements and standards. Recommends approval or disapproval of work in accordance with contract terms. Has the authority to stop contractor's work when safety hazards imperil workmen.

The Lead PAR will develop BOSC "work packages" to satisfy government identified requirements

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by providing layout, scopes of work, cost-estimates, and feasibility. Receives and reviews work orders, conducts on-site visits and communicates with customers to help define project requirements. Identifies potential alternatives, prepares scopes and cost estimates, and coordinates related permits. Determines service performance schedules, lay down areas, work-site access, hazardous waste/materials and security issues. Responds to unforeseen conditions, provides responses to requests for information (RFI), and coordinates related change orders. The Lead PAR will maintain records of monitoring and surveillance data; itemize accomplishments and remedial actions required; establish BOSC performance assessment and construction quality assurance plans, complete with analysis work sheets, assessment/inspection schedules and surveillance guides; prepare written reports of inspection results including required remedial action; maintain the technical specification of the contract compatible equipment changes; observe and communicate the results of “in-progress” work to determine compliance with contract requirements, acceptable work practices and code compliance. (40%)

Specific performance assessment duties include oversight of the Annex 1100000 Laundry, 1503030 Refuse, 1503010 Janitorial, and 1503020 Pest Control services annexes as the primary PAR. The Lead PAR will conduct weekly technical and quality assurance inspections of the buildings, systems, and grounds maintained by the BOS contractor and identify possible deficiencies and maintenance requirements. The PAR will document findings and issue recommendations to the Contracting Officer’s Representative. Facilitates collection of work orders from facility end users for distribution to BOS contractor for corrective action. (40%)

Related work may include PAR training to rotating Camp Lemonier military staff on the processes of the performance assessment system and the relationship of the PAR to contract performance. Many military members rotate on a 4 or 6 month basis from Camp Lemonier therefore a consistent source of training and background information is critical to the success of the BOSC execution. Training includes on the job training, correspondence classes, residence classes, seminars, and formal and informal department training. Subjects include requirements preparation, specifications writing, estimating procedures, performance assessment methods and procedures, ethics, standards of conduct, and regulations. Training also includes standard operating procedures, requirements of the work, and special instruction or procedures for handling new or unusual situations. Conducts and/or participates in in-house training. (20%)

3.3 Contractor Level of Effort:

Lead Performance Assessment Representative (PAR) support is required on a **full time basis, 96 hours per two-week cycle**. The work is anticipated to be accomplished at the Government’s facilities located within Camp Lemonier, Djibouti.

3.4 Locations Supported: Potential supported sites within the Horn of Africa area operations, with the preponderance of the program in Camp Lemonier, Djibouti.

4. SPECIFIC TASKS

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

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4.2 Contractor Oversight. The Contractor shall provide oversight and administration of all Contractor staff. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. To ensure proper oversight is provided, the program management and administrative support will be provided from an established local office.

4.3 Government Rights. The Government reserves the right, during the life of this contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the minimum requirements of this SOW. In the event that the Government finds Contractor employees to be incompetent or objectionable, the Contractor will provide new personnel who meet the qualification requirements cited herein. The contractor shall nominate qualified personnel within 15 calendar days after notification. Should a replacement of personnel be requested by the Government, the replacement personnel must be approved by the Government, and the Government agrees to renegotiate the contract price to allow for any changes in costs for the nominated personnel.

5. MINIMUM QUALIFICATIONS OF CONTRACTOR PERSONNEL

5.1 Security Minimums. All Contractor personnel shall meet the security requirements set forth in paragraphs 6.4 and 6.5 below.

5.2 Technical Knowledge.

Experience: The service provider should have extensive experience, at least 5 years, in dealing with service contracting and all relevant aspects of base facilities support.

Successful performance of the requirements of this task order includes meeting the following:

- a. A thorough knowledge of, and preferably a certification in, the DoD Performance Assessment Representative (PAR) curriculum. As the Lead Par, the provider will need to be able to provide guidance to other PARs, as well as consolidate and organize their inputs.
- b. A strong practical knowledge of the basic services, trades and crafts included in a Base Operations Support contract, to include but not limited to general facilities repair and maintenance, HVAC preventative maintenance, janitorial services, and pest control services. Provider does not need to be an expert in any of these areas, but rather a generalist with enough knowledge to evaluate workforce performance.
- c. Ability to utilize mathematical principles for analytic computations in assessing performance rating and percentages of work completion.
- d. Strong scheduling skills to ensure all performance assessments are conducted in accordance with required guidelines, as well as in conjunction with the BOS Contractors established maintenance schedules.
- e. Ability to use a personal computer. Specifically, knowledge of Microsoft Office suite to include Outlook e-mail, Excel spreadsheets, Word documents, and PowerPoint presentations.

5.3 Language Proficiency. The contractor shall be fluent in English, French, Arabic and Somali.

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5.4 Use of Drugs. No drug use at any time while performing duties on or off base. This includes chewing Khat. Violation of this requirement is cause for immediate termination of this contract.

5.5 Education. A degree is not required.

6. OTHER PERFORMANCE REQUIREMENTS

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

6.2 Technical Capability. Within five (5) days of award, the Contractor shall provide and present to the government, the plan used by the contractor to provide the required personnel, including managing personnel performance through out the contract. Discussion shall include the process the Contractor will use to manage acceptable performance, including communication plan, employee recognition awards program plan, termination and replacement plan.

6.3 Government Review of Minimum Education and Professional Standards. Within fifteen (15) working days of award, the Contractor shall provide all documentation necessary including, but not limited to resumes of each individual proposed for the contractor labor support. The Government will review to verify compliance with the minimum standards cited in this SOW. The Government may request interviews of potential contractor labor support.

6.4 Security Requirements. All work under this task order is unclassified.

The contractor will be subject to a background check / security vetting prior to performance under this contract. The Government has the right to required additional background / security checks if deemed necessary by the Contracting Officer's Representative. If it is determined at any time during the performance of this contractor is a risk to US Government personnel or property, this determination shall be grounds for immediate termination of this contract.

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

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 issuing and obtaining Common Access Cards (CAC).

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

6.6 Non-Personal Service Statement. Contractor personnel performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that personnel properly comply with the performance work standards outlined in the statement of work. Contractor personnel will perform

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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.

6.7 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 NAVFAC EURSWA Administering Contracting Officer (NAVFAC EURSWA ACO). The Contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. The Contractor and its personnel are responsible to safe guard all such records including, but not limited to, Government records and contractor records furnished by the Government. 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.

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

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

6.9 Organizational Conflicts of Interest. The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR. If performance of any SOW requires the Contractor (to include sub-contractors) to supply technical support related to systems or projects with which the Contractor is already directly concerned, either by prime or subcontract, the Contractor shall so immediately inform the NAVFAC EURSWA ACO. The SOW may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any SOW that requires it to supply technical support regarding such systems until the notice is given and written consent to proceed is issued by the NAVFAC EURSWA ACO. See NAVFAC Clause 5252.209-9300 Organizational Conflicts of Interest (Section I) for additional

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information.

6.10 Hours of Work. The contract will not dictate actual working hours for the contractor to perform the requirements of the contract, however, the Contractor's personnel's work schedules will be compatible with the Djibouti Department of Labor operating hours of 0800 to 1700 Monday through Thursday, and Saturday or Sunday 0800 to 1700. The Contractor will coordinate actual work schedule with the NAVFAC EURAFSWA ACO and/or COR.

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

6.11 Government Holidays. The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government personnel also take other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals, or any other unexpected Government closures.

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

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

7. PLACE(S) OF PERFORMANCE

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

8. PERIOD OF PERFORMANCE

The initial period of performance for this effort is 30 July 2009 to 29 July 2010 hereto referred to as the Base period. 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

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agreed upon in writing.

9. DELIVERABLES/DELIVERABLE SCHEDULE

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

Unless otherwise specified, the Government shall have ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, and approve or disapprove the deliverable(s). The Contractor shall have five (5) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified. Deliverables shall follow the Government's format.

9.1 Deliverables Table.

Deliverable	Reference	Frequency
Contractor Management Plan	Section 6.2	5 Days After Award
Resumes of Proposed Personnel	Section 6.3	15 Days After Award
Technical / Quality Inspection Report	Section 3.2	Weekly
Work Order Log	Section 3.2	Monthly
PAR-FAM Meeting Agenda	Section 3.2	Monthly

9.2 General Acceptance Criteria. General quality measures, as set forth below, will be applied to each work product received from the Contractor under this statement of work.

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

10. QUALITY ASSURANCE

The designated point of contact 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

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waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

11. ADMINISTRATIVE CONSIDERATIONS

11.1 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 Administrative Contracting Officer's designated point of contact.
- All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Administrative Contracting Officer.

12. INVOICING

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

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

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

13. TRAVEL

Local travel may be required as a condition of Contractor performance and is not reimbursable. It is expected that Contractor personnel shall be located at or near the Government facility in Camp Lemonier, Djibouti no per diem or relocation costs will be reimbursed under this task order. If travel is required outside the local area, it will be agreed upon prior to the travel and will require a contract

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modification to provide funding for travel costs. Limited travel is anticipated and the number of trips is undetermined.

14. CENTRAL CONTRACTOR REGISTRATION (CCR) -NEW CONTRACTS

Not used.

15. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Interim and final evaluations of Contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the designated point of contact, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the designated point of contact, annually to coincide with the anniversary date of this effort. Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the NAVFAC EURSWA ACO, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

16. SECTION 508 COMPLIANCE REQUIREMENTS

Not applicable.

17. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

17.2 Government Furnished Facilities, Equipment, Materials, and Services: The Government will provide all Personal Protective and Safety Equipment (except as indicated in item 18), computers, software, telephones, and typical office supplies for Contractor labor (Lead PAR) support located on-site at Camp Lemonier, Djibouti.

18. CONTRACTOR FURNISHED PROPERTY/INFORMATION

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

- All Contractor personnel are to possess a valid driver's license.
- All Contractor personnel are to possess OSHA approved personal safety shoes. All other

dard safety equipment will be provided by the Government.

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- All Contractor personnel must possess the ability to perform regular and recurring field inspections, investigations, or surveys in which there is a considerable amount of walking, stooping, bending, and climbing as necessary.
- All Contractor personnel must possess the ability to perform work in an office setting, with occasional visits to construction sites. Work involves moderate risks of discomforts that require adherence to safety precautions.

19. PERSONNEL REQUIREMENTS

Not used.

20. Inspection and Acceptance (Destination)

20.1 Inspection and Acceptance. Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the NAVFAC EURSWA ACO's Representative.

20.2 Acceptance. The performance and quality of work delivered by the contractor, including services rendered and by documentation or written material compiled shall be subject to inspection, review, and acceptance by the government.

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

20.4 Performance Evaluation Meetings. The Contractor shall meet with the Government at times designated by the Government and at no cost to the government to discuss overall management of the task order. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing, to the NAVFAC EURSWA ACO any areas of disagreement within fifteen (15) calendar days.

21. DELIVERABLES OR PERFORMANCE

The periods of performance for the base period is from date of task order award through 12 months thereafter.

The period of performance of the Option periods are the date of option exercise through 12 months thereafter.

22. SPECIAL TASK ORDER REQUIREMENTS

Not used.

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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

CLIN - DELIVERIES OR PERFORMANCE

Location of Performance: Camp Lemonier, Djibouti

Period of Performance:

Base Period: 29 Sept 2009 - 28 Sept 2010

Option 1: 29 Sept 2010 - 28 Sept 2011

Option 2: 29 Sept 2011 - 28 Sept 2012

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SECTION G CONTRACT ADMINISTRATION DATA

Administrative Contracting Officer (ACO):

Mark VanLuit
Contracting Officer
NAVFAC EURSWA
PSC 817 Box 51
FPO AE 09622
Comm: 39-081-568-7744
DSN: 314-626-7744
mark.vanluit@eu.navy.mil

All invoices shall be emailed to the ACO for processing.

Accounting Data
SLINID PR Number Amount

5000
LLA :
AA 1791804.52FG 252 00052 0 068732 2D C20B1 3379A9FP201Q
Standard Number: N3379A09SRC020B1/AA

BASE Funding
Cumulative Funding

MOD 01 Funding
Cumulative Funding

MOD 02

5001 N/A
LLA :
AB 1701804.52FG 252 00052 0 068732 2D C111B1 3379A0FPH4AQ
Standard Number: N3379A10RC111B1

MOD 02 Funding
Cumulative Funding

MOD 03 Funding
Cumulative Funding

MOD 04

5002 NA
LLA :
AC 1711804.52FG 252 00052 0 068732 2D C059B1 3379A1FPH4AQ
Standard Number: N3379A11RC059B1

MOD 04 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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SECTION I CONTRACT CLAUSES

In addition to the clauses incorporated into the MAC contract, the following 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 see:

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

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

Contact Mark VanLuit, Contracting Officer, at mark.vanluit@eu.navy.mil with any questions.

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

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restraint; or

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

“Severe forms of trafficking in persons” means—

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

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

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i)

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

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

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

Combating Trafficking in Persons. Document may be obtained from:

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

Applies to Performance in/at: Camp Lemonnier, Djibouti

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

- (2) Take appropriate action, up to and including termination, against employees or subcontractors that

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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 J LIST OF ATTACHMENTS