

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 05-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. N0017804D4072	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051	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) Jacobs Technologies, Inc. 600 William Northen Blvd. PO Box 884 Tullahoma TN 37388		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4072-EJ01 10B. DATED (SEE ITEM 13) 16-Dec-2010
CAGE CODE 07486	FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**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"/>	
<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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY [Signature] (Signature of Contracting Officer)

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## GENERAL INFORMATION

The purpose of this modification is to correct the funding on modification 10. Modification 10 established line of accounting ACRN AF. The funds were to be added to ACRN AE. Accordingly, this Task Order is modified to move [REDACTED] from ACRN AF to ACRN AE. 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:

500901:

From: [REDACTED]

To: [REDACTED]

5011 :

From: [REDACTED]

To: [REDACTED]

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

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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
5001	<p>Engineering Technician/Quality Assurance Representative support for Resident Officer in Charge of Construction Northern Italy located in Vicenza, Italy.</p> <p>The service providers support summarized in paragraph 1a of the Performance Work Statement applies to CLIN 5001 for the Base Period. (OTHER)</p>	█	█	█	█
5002	<p>Safety Surveillance Representative support for Resident Officer in Charge of Construction Northern Italy located in Vicenza, Italy.</p> <p>The service provider support summarized in paragraph 1b of the Performance Work Statement applies to CLIN 5002 for the Base Period. (OTHER)</p>	█	█	█	█
5003	<p>Engineering Technician/Quality Assurance Representative support for</p>	█	█	█	█

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Facilities  
Engineering and  
Acquisition  
Division of  
Public Works  
Department  
Naples, Italy.

The service  
provider support  
summarized in  
paragraph 1c of  
the Performance  
Work Statement  
applies to CLIN  
5003 for the Base  
Period. (OTHER)

5004	Construction Manager support for Facilities Engineering and Acquisition Division of Public Works Department Naples, Italy.	■ ■	■ ■ ■ ■	■ ■ ■ ■
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The service  
provider support  
summarized in  
paragraph 1d of  
the Performance  
Work Statement  
applies to CLIN  
5004 for the Base  
Period. (OTHER)

5005	Travel as allowed per Statement of Work. (OTHER)	■ ■	■ ■ ■ ■	■ ■ ■ ■
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500501 (OTHER)

500502 (OTHER)

500503 (OTHER)

5006	Engineering Technician/Qualit y Assurance Representative support for the Resident Officer in Charge of Construction Northern Italy located in	■ ■	■ ■ ■ ■	■ ■ ■ ■
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Vicenza, Italy.

The service providers support summarized in paragraph 1a of the Performance Work Statement applies to CLIN 5006 for Option Period 1. (OTHER)

500601 (OTHER)

500602 (OTHER)

5007 Safety Surveillance Representative support for Resident Officer in Charge of Construction Northern Italy located in Vicenza, Italy.



The service provider support summarized in paragraph 1b of the Performance Work Statement applies to CLIN 5007 for Option Period 1. (OTHER)

500701 (OTHER)

500702 (OTHER)

5008 Engineering Technician/Quality Assurance Representative support for the Resident Officer in Charge of Construction Northern Italy located in Vicenza, Italy.



The service providers support summarized in paragraph 1a of the Performance

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Work Statement  
applies to CLIN  
5008 for Option  
Period 2. (OTHER)

500801 (OTHER)

500802 (OTHER)

5009 Safety [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
Surveillance  
Representative  
support for  
Resident Officer  
in Charge of  
Construction  
Northern Italy  
located in  
Vicenza, Italy.

The service  
provider support  
summarized in  
paragraph 1b of  
the Performance  
Work Statement  
applies to CLIN  
5009 for Option  
Period 2. (OTHER)

500901 (OTHER)

500902 (OTHER)

5010 Travel IAW the [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
JTR.  
  
Milan-Cagliari  
Milan-Naples  
(OTHER)

5011 Safety [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
Surveillance  
Representative  
support services  
(described in  
CLIN 5009) at Dal  
Molin in Vicenza  
for two (2)  
additional months  
until 31 May  
2013. These  
services will  
occur without any  
decrease in  
service on CLIN  
5009 in the  
Cagliari

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location. (OTHER)

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;

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

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

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i)

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

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

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

Combating Trafficking in Persons. Document may be obtained from:

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

Applies to Performance in/at: Camp Lemonnier, Djibouti

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

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

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

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

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant

to this clause.

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.



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

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

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

(End of clause)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

**REVISED PER MOD 03 OF 23 SEPTEMBER 2011**

### **PERFORMANCE WORK STATEMENT (PWS) CONSTRUCTION MANAGEMENT/QUALITY ASSURANCE/SAFETY SURVEILLANCE SERVICES**

#### **1. SCOPE**

Under this task order, the contractor will independently provide services as set forth in the remainder of this document in support of the overall operational objectives of Naval Facilities Engineering Command Europe, Africa, and Southwest Asia (NAVFAC EURAFSWA). This contract/task order requirement is to provide the following services:

- a. Engineering Technician/Quality Assurance Representative (ET/QAR) support for the Resident Officer in Charge of Construction (ROICC) Northern Italy located in Vicenza, Italy, the requirement is approximately equivalent to one Full Time Equivalent (FTE) personnel. Work under this requirement will be in support of U.S. Army command facilities construction support in Vicenza, Italy.
- b. Safety Surveillance Representative support for the Resident Officer in Charge of Construction (ROICC) Northern Italy located in Vicenza, Italy, the requirement is approximately equivalent to one FTE. Primary duties will be located in the Vicenza commuting area, with semi-monthly travel required to offices in Aviano (for the duration of the entire contract) and Livorno (through February 2011).
- c. Engineering Technician/Quality Assurance Representative (ET/QAR) support for the Facilities Engineering and Acquisition Division (FEAD) of Public Works Department (PWD) Naples, Italy, the requirement is approximately equivalent to one FTE.
- d. Construction Manager support for the Facilities Engineering and Acquisition Division (FEAD) of Public Works Department (PWD) Naples, Italy, the requirement is approximately equivalent to one FTE.

#### **2. ORGANIZATION**

Naval Facilities Engineering Command, Europe Africa Southwest Asia, Naples, Italy

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

##### **3.A Engineering Technician/Quality Assurance Representative:**

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The contractor's role is to assist NAVFAC with the enforcement of contract provisions, specifically the quality assurance requirements and construction standards. The ET/QAR recommends approval of work in accordance with contract terms.

The services required include but are not limited to:

- 3.A.1 - Prepare Quality Assurance Plans and review and recommend approval of the construction contractor's Quality Control Plan.
- 3.A.2 - Administer the Construction Quality Management Program as required in the construction contract specifications.
- 3.A.3 - Review and recommend approval of the construction contractor's safety/accident prevention plans.
- 3.A.4 - Ensure contractor compliance with safety requirements.
- 3.A.5 - Review and comment on plans and specifications for technical soundness and practicability from a construction management standpoint during construction contract development.
- 3.A.6 - Make visits to project sites to obtain information on facility/site conditions and develop recommendations during project development.
- 3.A.7 - Attend post-award kickoff meetings and pre-construction conferences.
- 3.A.8 - Review and recommend approval of progress schedules and technical submittals.
- 3.A.9 - Perform technical analysis on change order proposals that are within the scope of work to identify hidden, inflated and unnecessary costs. Provide input to the contract specialist or contracting officer for preparation of the pre-and post-negotiation documentation.
- 3.A.10 - Coordinate construction operations between contractors, station personnel, and other government agencies.
- 3.A.11 - Review construction contractor's daily reports for thoroughness and accuracy, and check daily payrolls for any discrepancies.
- 3.A.12 - Conduct labor standard interviews with construction contractor personnel as required by applicable host nation standards.
- 3.A.13 - Monitor ongoing construction to check contractor progress, and verify compliance with plans and specifications.
- 3.A.14 - Resolve problems not involving changes to contract value or duration, and recommend solutions to the government construction manager for problems that may result in a change of contract value or duration.

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3.A.15 - Ensure that the construction contractor is conducting required material testing and analysis in accordance with the contract requirements.

3.A.16 - Review construction contractor invoices for accurate reporting on percentage of work complete.

3.A.17 - Ensure construction contractor maintains and regularly updates as-built drawings, and that a complete set of as-built drawings is turned over at the close of the contract.

3.A.18 - Ensure the contractor provides a complete set of Operation and Maintenance Support Information (OMSI) Manuals and conducts any user training for equipment installed on the project as required by the construction contract.

3.A.19 - Coordinate the closeout process including punch list preparation and completion, testing and start up of major systems, and final acceptance.

3.A.20 - Provide assistance to the Contracting Officer for the preparation of cost estimates for construction contract modifications.

3.A.21 – If the contractor observes life-threatening or imminent danger safety violations, they shall immediately report the hazard to the Contracting Officer's Representative (COR) or Project Manager and recommend that the Contracting Officer suspend the work activity.

### **3.B Safety Surveillance Representative:**

The services provided will serve to confirm compliance of all sites with Italian Legislative Decree 81/08, any other applicable Italian safety norms, compliance of all sites with the Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1, and any additional applicable U.S. safety requirements as defined by the specific contract. Special emphasis will be placed on consistency of enforcement from site to site.

The services required include but are not limited to:

3.B.1 - Verify and, if necessary, update the “Piano di Sicurezza e Coordinamento (PSC)” and Fascicolo dell’opera provide by “Coordinatore della sicurezza in progettazione” in accordance with Articles 91 and 100 of D.lgs. 81/’08. The designer of record is the original author of both the Piano di Sicurezza Coordinamento and Fascicolo.

3.B.2 - Review and ensure compliance of “Piano Operativo di Sicurezza (POS)” in accordance with Italian Law 81/08. The safety surveillance representative will NOT write the POS for the contractor, only verify the content of the plan with the contract specifications and Article 100 of 81/08. The POS required by 81/08 and the contractor’s Accident Prevention Plan required by the contract specifications are intended to be a single document that meet the requirements of both. The safety surveillance representative will make recommendations to the contractor’s Site Safety and Health Officer (SSHO) via the ROICC for implementation in the written plan as needed.

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3.B.3 - Provide to the ROICC interpretations and summary of aspects of Italian safety law and norms as they may apply to the construction contracts under the jurisdiction of the ROICC.

3.B.4 - Confirm all construction contractors, through their assigned SSHO, are employing the safety measures and practices written in the POS on the construction work site. Confirm both the POS and PSC are updated as required based on current Activity Hazard Analysis (AHA) reviews that may be completed by the construction contractor.

3.B.5 - Verify that construction contractors' subcontractors, through the SSHO, are employing POSs through all sub contract organizations working on the construction work site as required by 81/08. Confirm POS information is shared throughout all companies and with self employed workers on the site.

3.B.6 - Verify the application of all union agreements (as applicable) to fulfill coordination among the various safety representatives that may be assigned to specific work tasks to improve site safety.

3.B.7 - Notify the ROICC Office, of contractor non-compliance with the PSC or POS, and propose measures to include suspension of work, or removal of the contractors and self-employed workers from the work site.

3.B.8 – If the contractor observes life-threatening or imminent danger safety violations, they shall immediately report the hazard to the COR or Project Manager and recommend that the Contracting Officer suspend the work activity

3.B.9 - Attend the Contractor's weekly safety toolbox meetings to verify they are done, have adequate attendance, and cover relevant topics.

3.B.10 - Participate in the ROICC Quarterly Safety Inspection and STAR programs.

3.B.11 - Track site specific deficiencies, ensure corrective action is taken in a timely manner, and confirm corrective action is reported on Contractor Production Reports.

3.B.12 - Attend Preparatory and Initial Inspection meetings on all new high risk work activities, and as many others as possible, to confirm that AHA's are prepared, approved, and discussed prior to that work activity beginning.

3.B.13 - Urge Contractors to use innovative ways to achieve a safe worksite, and to monitor compliance with their safety plan. Track Contractor disciplinary actions as they relate to non-compliant, unsafe behavior.

3.B.14 - Review and verify compliance of contractor monthly submission of Safety checklist with invoices; recommend retention when appropriate.

3.B.15 Conduct weekly project safety inspections and provide written reports to the ROICC Construction Managers and Engineering Technicians on assigned contracts when safety deficiencies are discovered; detailing safety problems citing appropriate Italian, contract, and U.S. references. Maintain a log of this activity for each contract.

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3.B.16 - Provide regularly scheduled briefings to the Supervisory General Engineer and ROICC, outlining the status of safety site to site, and other program safety issues as requested.

3.B.17 - Participate in the office training program and conduct safety training, as requested.

### **3.C Construction Manager (CM):**

The contractor's role is to assist NAVFAC with the enforcement of construction contract provisions, specifically the project budget, schedule, quality, and scope. The CM is responsible for managing the planning, design (in the case of design build projects), construction and post construction phases, or portions thereof.

The services required include but are not limited to:

3.C.1 - Review and recommend approval of the construction contractor's Quality Control Plan.

3.C.2 - Review and recommend approval of the construction contractor's safety/accident prevention plans.

3.C.3 - Ensure contractor compliance with safety requirements.

3.C.4 - Review project plans and specifications for technical soundness and determine practicability from a construction management standpoint.

3.C.5 - Make visits to project sites to obtain information on facility/site conditions and develop recommendations during project development.

3.C.6 - Schedule and conduct post-award kickoff meetings and pre-construction conferences.

3.C.7 - Review and monitor project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.

3.C.8 - Analyze construction schedule submittals by construction contractors for appropriate logic and compliance with contract terms.

3.C.9 - Assist in problem resolution and handling of disputed issues including development of Government position.

3.C.10 - Perform technical analysis on change order proposals that are within the scope of work to identify hidden, inflated and unnecessary costs. Provide input to the contract specialist or contracting officer for preparation of the pre-and post-negotiation documentation.

3.C.11 - Assist the Administrative Contract Officer (ACO) with construction contract modifications, to include preparation of statement of work and technical specifications, providing input on cost estimates, conducting technical analysis of proposals, and assisting the contract specialist or contracting officer in negotiations.

3.C.12 - Schedule, conduct, and document regular progress meetings and other construction related project meetings with all interested parties to review project status, discuss problems,

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and resolve issues.

3.C.13 - Monitor the design and construction clarification process and, when appropriate, remind the designer and other parties involved of the need for timely actions.

3.C.14 - Participate in all "Partnering" activities during construction (workshops, meetings, etc.) as required.

3.C.15 - Provide technical assistance in answering requests for information (RFI) from construction contractors.

3.C.16 - Coordinate construction operations between contractors, station personnel, and other government agencies.

3.C.17 - Monitor ongoing construction to check contractor progress and verify compliance with plans and specifications.

3.C.18 - Resolve problems not involving changes to contract value or duration, and recommend solutions to the government construction manager for problems that may result in a change of contract value or duration.

3.C.19 - Review construction contractor invoices for accurate reporting on percentage of work complete.

3.C.20 - Ensure construction contractor maintains and regularly updates as-built drawings and that a complete set of as-built drawings is turned over at the close of the contract.

3.C.21 - Provide support in the areas of fire protection certification, elevator certifications, ensuring contractor compliance in the areas of Testing and Balancing (TABs), Duct Air Leakage Testing (DALTS), Digital Control Systems (DDC) for HVAC systems.

3.C.22 - Ensure the contractor provides a complete set of Operation and Maintenance Support Information (OMSI) Manuals and conducts any user training for equipment installed on the project as required by the construction contract.

3.C.23 - Coordinate the closeout process including punch list preparation and completion, testing and start up of major systems, training, final acceptance, and final payment.

3.C.24 – If the contractor observes life-threatening or imminent danger safety violations, they shall immediately report the hazard to the COR or Project Manager and recommend that the Contracting Officer suspend the work activity

#### **4. DELIVERABLES**

The requirements above shall be performed on time, accurately, and completely. At a minimum the performance standards below will be evaluated.

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Task or Deliverable	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Performance Measure
3.A	<p>Monitor ongoing projects and verify compliance with plans and specifications.</p> <p>Provide a weekly summary activities providing status of assigned contracts.</p>	<p>All issues that might affect compliance of the contract are identified and addressed in a timely manner.</p> <p>Weekly summaries accurately reflect status of contracts.</p>	<p>FEAD/ROICC will perform periodic review of work in progress, reports, surveys and investigations.</p>	<p>Qualitative. FEAD/ROICC review of construction reports.</p>
3.B	<p>All safety analysis and recommendations are in line with NAVFAC regulations</p> <p>Conduct weekly project safety inspections and provide written reports to ROICC personnel.</p>	<p>All work performed under assigned contracts adheres to DoD regulations and host nation laws is critical to the Navy's mission</p> <p>Weekly reports accurately summarize results of inspections and provide overview of safety standards of the contract.</p>	<p>FEAD/ROICC will perform periodic review of work in progress, reports, surveys and investigations</p>	<p>Qualitative. FEAD/ROICC review of technical material prepared or submitted to ensure compliance with master plans.</p>
3.C	<p>Assist with the enforcement of construction contract provisions and manage construction and post construction phases of the project.</p> <p>Reviews invoices to verify billed worked coincides with completed work.</p> <p>Provide a weekly summary activities providing status of assigned contracts.</p>	<p>Ensure contractors are in 100% compliance with the terms of the contract.</p> <p>100% accuracy on reviewed invoices.</p> <p>Weekly summaries accurately reflect status of contracts.</p>	<p>FEAD/ROICC review of reports dealing with progress status.</p>	<p>Qualitative. FEAD/ROICC review of management, monitoring, and results of on-site visit status reports.</p>

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

The contractor must meet the following requirements or have the following licenses or



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certifications for each position. All applicable training, clearances and certifications are required prior to contract award:

### **5.A Engineering Tech/Quality Assurance Representative**

5.A.1 - Possesses extensive technical and practical knowledge, and at least 5 years experience as an engineering technician, superintendent, or quality control/quality assurance manager or representative on Department of Navy or other Department of Defense Construction Projects.

5.A.2 - Current certification of successful completion of the Construction Quality Management for Contractors course provided by U.S Army Corps of Engineers or NAVFAC, or successful completion within 60 days of contract award.

5.A.3 - Knowledge and understanding of the NAVFAC three-phase inspection process.

5.A.4 - Sound understanding of construction concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental projects and the design, layout, and supervision of construction operations.

5.A.5 - Ability to review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.

5.A.6 - Thorough knowledge of construction practices and methods, and construction management skills.

5.A.7 - Ability to write and speak fluent English in order to report on progress and outcome of technical assignments and to present recommendations to government personnel.

5.A.8 - Fluency in host nation language is desirable but not required.

5.A.9 - Ability to monitor construction projects to a successful and timely completion.

5.A.10 - Knowledge of Primavera scheduling software and/or other construction scheduling software packages.

5.A.11 - 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. Proposed candidates must present medical certificate of physical qualification.

5.A.12 - Knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.

5.A.13 - NATO SECRET clearance is required for personnel proposed to work at Naval Support Activity Naples, Italy as outlined in Paragraph 9 below.

### **5.B Safety Surveillance Representative**

5.B.1 - Possesses extensive technical and practical knowledge, and at least 5 years experience as

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an safety surveillance representative or other relevant technical position relating to safety management on Department of Navy or other Department of Defense Construction Projects.

5.B.2 - Current certification of successful completion of the Construction Safety course provided by U.S Army Corps of Engineers or NAVFAC, or successful completion within 60 days of contract award.

5.B.3 - Thorough knowledge of construction practices and methods, and construction management skills.

5.B.4 - Ability to write and speak fluent English in order to report on safety related issues and to present recommendations to government personnel.

5.B.5 – Must be fluent in Italian in order to effectively communicate with Italian personnel.

5.B.6 - 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. Proposed candidates must present medical certificate of physical qualification.

5.B.7 - Knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.

5.B.8 – Completion of the Italian 40 hour construction safety course Update Decreto Legislativo 81/08 and 106/09, or successful completion within 60 days of contract award.

5.B.9 - Completion of the US 40 hour Construction and Health Safety Course provided by US Army Corps of Engineers or NAVFAC, or successful completion within 60 days of contract award.

5.B.10 - Must have the Italian Responsabile dei Servizi di Prevenzione e Protezione dei Lavoratori (RSPP) Certification, or obtain certification within 60 days of contract award.

5.B.11 - Completion of the Italian Exceptional Technical Course for Inspectors Specialized in Safety on Construction Sites (Corso di Eccellenza Tecnico Specializzato della Sicurezza in Cantiere), or successful completion within 60 days of contract award.

## **5.C Construction Manager**

5.C.1 - Possesses extensive technical and practical knowledge, and has at least 5 years experience as a Construction Manager, Project Manager, Project Controls Manager, or Contracting Officer's Technical Representative on Department of Navy or other Department of Defense Construction Projects.

5.C.2 - Construction Managers shall possess at least a Bachelors of Science degree (or European equivalent) in engineering, architecture, building construction, construction science or

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construction management.

5.C.3 - Registration as a Professional Engineer (PE), Registered Architect (RA), Certified Construction Manager (CCM), Project Management Professional (PMP), or Certified Facility Manager (CFM) is desirable but not required.

5.C.4 - Current certification of successful completion of the Construction Quality Management for Contractors course provided by U.S Army Corps of Engineers or NAVFAC, or successful completion within 60 days of contract award.

5.C.5 - Knowledge of the NAVFAC three-phase inspection process is required.

5.C.6 - Sound understanding of construction concepts, principles and practices applicable to multi-disciplined engineering projects and the design, layout, and supervision of construction operations.

5.C.7 - Ability to review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.

5.C.8 - Thorough knowledge of construction practices and methods, and construction management skills.

5.C.9 - Ability to write and speak fluent English in order to report on progress and outcome of technical assignments and to present recommendations to government personnel.

5.C.10 - Fluency in host nation language is desirable but not required.

5.C.11 - Ability to monitor construction projects to a successful and timely completion with respect to schedule and budget.

5.C.12 - Knowledge of Primavera scheduling software and/or other construction scheduling software packages including logic networking, critical path scheduling, and cost loaded schedules.

5.C.13 - 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. Proposed candidates must present medical certificate of physical qualification.

5.C.14 - Knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.

5.C.15 - NATO SECRET clearance is required for personnel proposed to work at Naval Support Activity Naples, Italy as outlined in Paragraph 9 below.

## **6. PERIOD OF PERFORMANCE**

Unless noted otherwise in Paragraph 1, the period of performance onsite in the locations specified in Paragraph 1 is 1 January 2011 to 30 September 2011, referred to as the base period.

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Personnel supporting this contract must be in place at the locations specified in Paragraph 1 and ready to perform work on Monday, 03 January 2011. This task order includes two (2) option periods, which may be unilaterally exercised by the Government for functions described in paragraphs 1a and 1b, however, these option years may or may not be exercised. The option periods shall not exceed one (1) year in duration. There are no option periods for functions described in 1c and 1d. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

## **7. PLACE OF PERFORMANCE**

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 Naval Support Activity, Naples, Italy, US Army Garrison Vicenza, Italy, Aviano Airbase, Italy, and US Army Garrison Livorno, Italy as outlined in Paragraph 1.

## **8. OPERATIONAL HOURS -**

The contract will be based on a normal 5 day hour work week; the contractor shall coordinate actual work schedule with the NAVFAC EURAFSWA POC in Paragraph 17. Based on operational requirements work schedules may fluctuate. Service providers outlined in paragraphs 1a and 1b will work 40 hours per week. Service providers outlined in paragraphs 1c and 1d will work 50 hours per work.

### Government Holiday -

Contractor personnel do not work on Government holidays. The following Government holidays are normally observed on Government installations: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

### Days off and Leave –

Days off and leave may be granted contingent on the command's operational schedule. The contractor's project officer must coordinate any planned days off with the COR. For emergency situations or sickness, the contractor must notify the COR as soon as possible. Service providers may be absent from work up to 10 days a year.

### 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.

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## **9. SECURITY REGULATIONS AND REQUIREMENTS**

9.1 - Work performed for ROICC Northern Italy under this task order is considered

UNCLASSIFIED. Work performed at PWD Naples is considered NATO SECRET and requires a NATO SECRET clearance in place when performance on the contract begins, and for NAVFAC EURAFSWA to process a NATO SECRET clearance, the personnel must have be U.S. SECRET or TOP SECRET eligible and be a U.S. citizen or dual citizens that meet all eligibility requirements. The personnel must be SECRET or TOP SECRET eligible through the contract performance period, to end 30 September 2010. 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.

Applicable security clearances are required prior to award of contract. Loss of required security clearance will result in immediate removal of the proposed service provider from the project and the contractor must provide a qualified service provider within 15 days after the Government is notified of the loss of clearance. Any loss of security clearance that results in removal of personnel, will result in a bilateral modification to account for services not provided during the absence of the service provider.

9.2 - 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) and other work related documents, and may be subject to background checks.

9.3 - The contractor shall not discuss US Government business outside of official forums. Contractor personnel will be required to sign a Non-Disclosure Statement upon commencing work at the Government installation.

9.4 - No drug use at any time while performing duties on or off base will be tolerated.

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

Local travel, to include Safety Surveillance Representative travel to Aviano, in the course of normal duties that does not require lodging or additional expense may be required and is not reimbursable.

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The Safety Surveillance Representative will be required to travel to Livorno, Italy on a semi-monthly basis through February 2011. This travel will be for two days (leave one day, come back the next day), and is included in CLIN 5005. The contractor shall base proposed costs for travel based on the Joint Travel Regulations.

Any additional travel required outside the local area, it will be agreed upon prior to the travel and will require a contract modification to provide funding for travel costs. This travel will be coordinated by the Project Manager in paragraph 17. For travel to be approved, the COR must be provided the travel dates, expected duration, origin and destination, purpose, estimated costs, and names of personnel traveling.

## **11. NON-PERSONAL SERVICE 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.

## **12. 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 ACO'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 ACO.

## **13. INVOICING**

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

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

#### **14. GOVERNMENT FURNISHED PROPERTY/INFORMATION**

14.1 - The Government shall provide introductions to all key Government representatives along with a briefing on their roles and functions in the organization, initial familiarization/orientation of task requirements, 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 NAVFAC publications, manuals, directives, standards, policies, and procedures.

14.2 - 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 working space, desktop computer(s), software, cell phone(s), and typical office supplies for Contractor labor support located onsite at PWD Naples, Italy and US Army Garrison Vicenza, Italy.

#### **15. OTHER TERMS AND CONDITIONS**

15.1 - This individual 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, this individual will not be assigned as a Contracting Officer's Authorized Representative.

15.2 - 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

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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 become necessary, the credentials of the replacement will be reviewed by the Government to verify the proposed service provider meets the requirements of the Performance Work Statement.

15.3 Housing and transportation - The contractor is responsible for all lodging, meals, commuting costs, mobilization costs, and incidental costs for their personnel.

## **16. GOVERNMENT PROJECT OFFICER**

The Government Project Officers and COR will provide general instructions to the contractor POC in Paragraph 17 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.

### FEAD Naples, Italy

Government Project Officer: [REDACTED]  
[REDACTED]  
[REDACTED]

### ROICC Northern Italy

Government Project Officer: [REDACTED]  
[REDACTED]  
[REDACTED]

### Contracting Officer's Representative

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### Administrative Contracting Officer

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **17. 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 service providers.



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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

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

5001	1/1/2011 - 9/30/2011
5002	1/1/2011 - 9/30/2011
5003	1/1/2011 - 9/30/2011
5004	1/1/2011 - 9/30/2011
5005	1/1/2011 - 9/30/2012
5006	10/1/2011 - 9/30/2012
5007	10/1/2011 - 9/30/2012
5008	10/1/2012 - 9/30/2013
5009	10/1/2012 - 9/30/2013
5010	10/1/2012 - 9/30/2013
5011	4/1/2013 - 5/31/2013

### CLIN - DELIVERIES OR PERFORMANCE

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

5001	1/1/2011 - 9/30/2011
5002	1/1/2011 - 9/30/2011
5003	1/1/2011 - 9/30/2011
5004	1/1/2011 - 9/30/2011
5005	1/1/2011 - 9/30/2012
5006	10/1/2011 - 9/30/2012
5007	10/1/2011 - 9/30/2012
5008	10/1/2012 - 9/30/2013
5009	10/1/2012 - 9/30/2013
5010	10/1/2012 - 9/30/2013
5011	4/1/2013 - 5/31/2013

Services to be performed hereunder will be provided at NAVFAC EURAFSWA locations indicated in the PWS.

**SECTION G CONTRACT ADMINISTRATION DATA**

1. The Administrative Contracting Officer for this Task Order is as follows:  
Invoices must be emailed to the ACO for processing.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Administrative Contracting Officer contact information:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

3. The Contracting Officer Representative for this Task Order is as follows:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Accounting Data

SLINID	PR Number	Amount
5001		[REDACTED]
LLA :	[REDACTED]	[REDACTED]
5002		[REDACTED]
LLA :	[REDACTED]	[REDACTED]
5003		[REDACTED]
LLA :	[REDACTED]	[REDACTED]
5004		[REDACTED]
LLA :	[REDACTED]	[REDACTED]
5005		[REDACTED]
LLA :	[REDACTED]	[REDACTED]

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BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01

5003 [REDACTED]  
LLA : [REDACTED]  
Standard Number: N0002511WRSIOHG

5004 [REDACTED]  
LLA : [REDACTED]  
Standard Number: N0002511WRSIOHG

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05

5006 [REDACTED]  
LLA : [REDACTED]  
Standard Number: W2SD0600359287

5007 [REDACTED]  
LLA : [REDACTED]  
Standard Number: N0002512WRSIOHG

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06

500502 [REDACTED]  
LLA : [REDACTED]  
Standard Number: N0017804SRD4072

500602 [REDACTED]  
LLA : [REDACTED]  
Standard Number: N0017804SRD4072

500702 [REDACTED]  
LLA : [REDACTED]  
Standard Number: N0017804SRD4072

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

500503 [REDACTED]  
LLA : [REDACTED]

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Standard Number: N0017804D4072

MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

500801 N0017804D4072 [REDACTED]  
LLA : [REDACTED]

Standard Number: N0017804D4072

500802 N0017804D4072 [REDACTED]  
LLA : [REDACTED]

Standard Number: N0017804D4072

500902 N0017804D4072 [REDACTED]  
LLA : [REDACTED]

Standard Number: N0017804D4072

5010 N0017804D4072 [REDACTED]  
LLA : [REDACTED]

Standard Number: N0017804D4072

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 09

500901 N0017804D4072 [REDACTED]  
LLA : [REDACTED]

MOD 09 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 10

5011 N0017804D4072 [REDACTED]  
LLA : [REDACTED]

Standard Number: N0017804D4072

MOD 10 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 11

500602 [REDACTED]  
LLA : [REDACTED]

500702 [REDACTED]  
LLA : [REDACTED]

Standard Number: N0017804SRD4072

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Not applicable



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## SECTION I CONTRACT CLAUSES

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

Provisions/Clauses by reference:

FAR 52.204-10 - REPORTING SUBCONTRACT AWARDS (SEP 2007)

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

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

FAR 52.237.1 - SITE VISIT (APR 1984)

FAR 52.237.2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

DFAR 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)

DFAR 252.229-7001 - TAX RELIEF (JUN 1997)

DFAR 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS)

DFAR 252.233-7001 - CHOICE OF LAW (OVERSEAS)

For the full text version see:

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

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

Provisions/Clauses by full text.

#### **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 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 60 days before contract expires.

(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

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Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of clause)

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

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

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

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed  months.

(End of clause)

**NFAS 5252.229-9304 -TAX RELIEF (JUN 1994)**

(a) Price contained in the bids are exclusive of all taxes and duties which the U. S. Government is exempted from by virtue of any tax agreements between the U. S. Government and the Contractor's Government. Relief from Italian taxes and duties for the Prime Contractor only is provided in accordance with an Agreement of 5 March 1952 between the Government of the United States of America and Italy. The Contractor's obligation to pay the tax or duty is not removed by the Agreement; however, the Contractor may obtain relief from certain taxes and duty by contacting the Italian Ministry of Industry. With reference to the value added tax (IVA) which became effective in Italy on 1 January 1973, Article 72 of the IVA implementing decree authorizes an exemption from the total accumulated amount of IVA tax on all goods supplied and services rendered to U. S. military commands, provided, however, that the United States of America shall not be liable for the interest on any such sums accruing to the Contractor under such agreement because of delay or failure on the part of the Italian Government to pay such refunds.

(b) Use of AE 302 forms is hereby authorized. The purpose of the AE 302 procedure is to

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obtain exemption from taxes and custom duties which the U. S. Government and Government of Italy have agreed shall not be applicable to defense purchases by or on behalf of the U. S. Forces in Italy. Signature on the AE 302 form by an authorized U. S. official only represents certification that the goods and materials imported into Italy are solely for the use of the U. S. Forces; this signature does not and is not intended to alter the other terms and conditions of this contract, including the terms concerning transfer of title of the goods and materials. USE OF THE AE 302 PROCEDURES SHALL NOT BE CAUSE TO ASSERT ANY CLAIM, INCLUDING DELAYS INCIDENT TO OBTAINING U. S. AUTHORIZED OFFICIALS TO CERTIFY THE AE 302 FOR EACH SHIPMENT.

(End of clause)

**NFAS 5252.237-9301 - SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)**

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

(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:

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)

**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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(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

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

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i)

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(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> .

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(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**