

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 21-Aug-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVFAC Washington 1315 Harwood St SE Washington Navy Yard DC 20375	CODE N40080	7. ADMINISTERED BY (If other than Item 6) NAVFAC Washington 1315 Harwood St SE Washington Navy Yard DC 20375	CODE N40080

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) J. Aguinaldo Group, Inc 46940 S. Shangri La Drive Lexington Park MD 20653-1037	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4396-JU02
	10B. DATED (SEE ITEM 13) 04-Aug-2014
CAGE CODE 1NPK1	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.249-8

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
20-Aug-2014		26-Aug-2014	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to delete CLIN 8001 R425. Accordingly, said Task Order is modified as follows: CLIN 8001 R425 Engineering Support Serive (Electrical Engineering Support at Patuxent River, Maryland.

2. A credit in the amount of [REDACTED] will be issued to the following line of accounting
AB 17 14141804 52FA 0254 00052 0 068732 2D C069CD 0428A4FP408Q
3. The new contract value is here by reduced from \$ [REDACTED] to a new value of [REDACTED].
- 4.. All Other terms and condition remain unchanged
5. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

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

The total value of the order is hereby decreased from [REDACTED] [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
8001	8/4/2014 - 8/3/2015	8/4/2014 - 8/4/2014

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	R425	ENGINEERING SUPPORT SERVICES (ELECTRICAL ENGINEERING SUPPORT), the contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement insupport of the Public Works Department, located at Patuxent River, Maryland. (O&MN,N)	0.0	HR	██████	██████
8002	R425	ENGINEERING SUPPORT SERVICES (ELECTRICAL ENGINEERING SUPPORT), the contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement insupport of the Public Works Department, located at Annapolis, Maryland. (O&MN,N)	2000.0	HR	██████	██████████
8003	R425	ENGINEERING SUPPORT SERVICES (ENGINEERING TECHNICIAN SUPPORT) the contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement insupport of NAVFACWASH field officeat ROICC Andrews, Maryland. (O&MN,N)	2000.0	HR	██████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR FACILITIES ENGINEERING AND SUPPORT SERVICES

1. INTRODUCTION:

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 Washington (NAVFAC WASH). This task order requirement is to provide assistance in construction and facility support for one of the Nine Facilities Engineering and Acquisition Division (FEAD/ROICC) offices, NAVFAC WASH, DC. These Offices are responsible for and the administration of NAVFAC contracts for Design, construction, alterations, additions, maintenance, rehabilitation and demolition and facilities services of shore stations in their area of responsibility in the Washington, DC area. The contractor shall provide support services to serve as the subject matter expert and primary advisor on matters relating to 1) Construction Quality Assurance and management, and 2) Design of Electrical Systems for new and renovated facilities

Contractor employees performing services under this task order will be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor employees will perform independent of and without the supervision of any Government official. Actions of Contractor employees may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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

The Contractor shall provide oversight and administration of all Contractor staff, and as such shall direct the efforts of all contracted employees in response to specific task orders, work requirements and administrative support needs of the respective divisions given in the construction quality assurance and administrative support services. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. In accordance with the Office of the Secretary of Defense (OSD) Memo dated 2 March 07, subject: Contract for Services, the outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

The Contractor shall submit, within three working days following award, for Government acceptance, documentation verifying that each Contractor employee assigned to perform work under the terms of this PWS meets or exceeds the qualification requirements stated herein. If, during the performance of services set forth in this PWS, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services provided. Alternate employees assigned by the Contractor to perform work in the absence of previously qualified personnel must have similar documentation presented for Government acceptance verifying qualification compliance as described in this paragraph.

2. TASK/SERVICES:

2.1. WASH FIELD OFFICE AT ROICC ANDREWS, ENGINEERING TECHNICIAN SUPPORT:

The contractor role is to assist NAVFAC WASH field office at ROICC Andrews on matters relating to Construction Quality Assurance and Project Management for the Ambulatory Care Clinic/Dental Clinic Project. The Contractor's proposed employee shall be able to perform the following Tasks/Services;

2.1.1. Functions as a team member on assigned construction projects. Represents the Resident Officer in Charge of Construction (ROICC) at the construction site and monitors the construction Contractor Quality Control (CQC) to assure they are achieving quality work.

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2.1.2. Assists Construction Managers in coordination and construction of projects. Attends and participates in all construction and CQC meetings.

2.1.3. Monitor construction contractor performance for compliance with approved safety plan and established safety procedures. Assures job Activity Hazard Analysis (AHA) has been prepared, reviewed, and accepted prior to preparatory inspection.

2.1.4. Monitor and notify Project Superintendent or QC Manager and Government Staff immediately of safety violations. Notify the Government Construction Manager (CM), Contracting Officer (KO), and the ROICC if the Contractor does not correct a hazardous working condition or a continuing safety issue in a timely or acceptable manner. Report all accidents immediately to the Construction Manager, ROICC office and Contracting Officers.

2.1.5. Reviews construction plans and specifications, has a thorough knowledge of the construction contract requirements on each definable feature of work and recommends changes or corrective action as necessary. Notify CM and KO of any situation that may result in a construction contract dispute, modification, or require a stop work order to be issued to the construction contractor.

2.1.6. Investigates/inspects/performs Quality Assurance of the construction contract/CQC system and coordinates resolution of technical problems. Prepare an inspection report each day the site is visited and QA activities are performed.

2.1.7. Ensure that the construction contractor maintains control over the project site until the facility is transferred to the Client by DD Form 1354, Transfer and Acquisition of Military Real Property. Site control includes site access, safety, cleanliness and security.

2.1.8. Prepares briefings and correspondence when requested by the ROICC/CM.

2.1.9. Assure that the construction contractor and all of his subcontractors comply with inspection requirements, schedules and control methods, perform required tests, and ensure the CQC system is effective.

2.1.10. Interprets contract documents and determines whether construction meets contract requirements. In the case of defective poor workmanship and/or noncompliance with the construction contract documents, the incumbent will report concerns to the CM, ROICC and the KO for resolution.

2.1.11. Recommends changes in designs, specifications and schedules to accommodate conditions at the construction site or to expedite construction. Reviews contractor's submittal's for compliance with contract documents and coordinates with other project team members.

2.1.12. Assures that contractor's Quality Control reports and test results are timely and reviews them for accuracy and/or completeness and maintains records of the CQC reports.

2.1.13. Reviews and verifies that all requests for progress payments accurately represent work satisfactorily completed by the construction contractor. Review the updated construction progress schedule with the progress payment to verify the schedule is accurate and, if necessary, identify corrective action to regain schedule.

2.1.14. Schedule and conduct joint pre-final and final inspections of the work to ensure construction is free of any contract deficiencies. Maintain a status listing of any deficiencies outstanding at the time of turnover. Monitor correction of deficiencies.

2.1.15. Provide input to the CM concerning the construction contractor's performance at the end of the project in a written and signed report. The report shall specify the contractor's performance in maintaining schedule, quality and degree of overall effectiveness.

2.2. NAVFAC WASHINGTON-PWD PAX RIVER AND PWD ANNAPOLIS, ELECTRICAL ENGINEERING SUPPORT: The contractor role is to assist NAVFAC WASH with performance of electrical engineering support from project inception through construction. The contractor shall be familiar with both Design-Bid-Build and Design-Build delivery methods for projects and able to provide technical leadership/mentorship to junior engineers/designers and to review other electrical engineers' work for code compliance and constructability.

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Should have the ability to estimate design effort and assist in negotiations with Architectural-Engineering firms and General Contractors. The contractor shall be able to address contractor submittals and requests for information (RFI's).

3. CERTIFICATIONS, LICENSES, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED:

3.1. **WASH FIELD OFFICE AT ROICC ANDREWS, ENGINEERING TECHNICIAN SUPPORT**

3.1.1. Contractor employees performing services under this Task Order must meet the following requirements and have the following licenses and/or certifications for each respective position:

3.1.1.1. Extensive technical and practical knowledge, and experience as an Engineering Technician.

3.1.1.2. Thorough knowledge of construction practices and methods as well as construction management.

3.1.1.3. Ability to review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes.

3.1.1.4. Ability to speak and write and to report on progress and outcome of technical assignments and to present recommendations to CM

3.1.2. General experience and knowledge of:

3.1.2.1. A minimum of 10 year experience as an engineering technician, superintendent or QC Manager.

3.1.2.2. Thoroughly familiar with QC inspection tools, techniques and methodologies

3.1.2.3. Knowledge of principles of construction technology and construction industry practices.

3.1.2.4. Knowledge and experience with applicable Codes and Industry Standards.

3.1.2.5. Knowledge of EM 385-1-1, US Army Corps of Engineers (USACE), Safety and Health Requirements Manual.

3.1.2.6. Ability to prepare cost estimates and assist in negotiations of change orders when requested.

3.1.2.7. Ability to communicate effectively through oral and written presentations.

3.1.2.8. Ability to take measurements and estimate construction progress.

3.1.2.9. Ability to interpret plans and specifications.

3.1.2.10. Knowledge of basic computer operations and software applications such as MS office (Word, Excel, Access, and Power Point)

3.2. **NAVFAC WASHINGTON-PWD PAX RIVER AND PWD ANNAPOLIS, ELECTRICAL ENGINEERING SUPPORT**

3.2.1. Contractor employees performing services under this Task Order must meet the following requirements and have the following licenses and/or certifications for each respective position:

3.2.1.1. A minimum of 10 years of specialized experience in electrical design and evaluation of new and existing facilities.

3.2.1.2. Should be competent to develop complete construction documents, including drawings and specifications, for new and renovation projects.

3.2.1.3. Bachelor Degree in Electrical Engineering from an accredited college or university.

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3.2.1.4. Professional registration as a Licensed Electrical Engineer t in a state or territory within the United States is required.

3.2.2. General experience and knowledge of:

3.2.2.1. Ten (10) or more years of experience as an electrical engineer facility designer for new and existing buildings.

3.2.2.2. Should have extensive knowledge of NEC and ICC codes

3.2.2.3. Ability to use AutoCAD and other design software

3.2.2.4. Experience in Construction Management/Scheduling and Cost-estimating;

3.2.2.5. Ability to prepare and provide high-level briefs to senior leadership. Oral and written communication skills must be highly developed.

4. SPECIAL REQUIREMENTS: Contractor employees performing services under this Task Order:

4.1. Must be a US citizen, with good vision and physical health/condition;

4.2. Have valid US driver's license with good driving record and be able to drive a Government owned passenger type sedan or van vehicle;

4.3. Must be able to read, write and speak English fluently;

4.4. Have no outstanding criminal warrants or felony convictions

4.5. Be available and be willing to work flexible hours and occasional overtime.

5. SECURITY CLEARANCE:

5.1. The contractor employee shall be eligible for a [REDACTED]. 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.

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

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

6. HOURS OF PERFORMANCE:

6.1. The contract will be based on a 40 hour work week, Monday through Friday with core hours 0900 to 1500; the Contractor shall coordinate actual work schedule with the NAVFAC WASH POC in Paragraph 10. Compressed work schedule is NOT authorized. Services delineated in this PWS are expected to be performed by personnel paced at no more than 40 work hours per week, unless there is an official United States holiday listed in 6.2 during the week. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday. As a result, Contractor employees are not expected to provide support during United States official holidays. Emergency situations may require immediate response during normally off-duty hours, as directed by the KO and may require temporary adjustments to normal work schedules.

6.2. Services delineated in this PWS are expected to be performed by Contractor-provided personnel paced at no more than 40 work hours per week Contractor employees are not expected to perform services during United

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States official holidays identified below;

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

7. ADMINISTRATIVE CONSIDERATIONS: Crrespondence; To promote timely and effective administration, correspondence shall be subject to the following procedures:

7.1. 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.

7.2. All other correspondence (that which proposes or otherwise involves waivers, deviations of modifications to the requirements, terms or conditions of this PWS) shall be addressed to the Administrative Contracting Officer

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION:

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

8.2. The Government will provide safety vests and hard hats. All other Personal Protective and Safety Equipment shall be provided by the Contractor. The Government will provide furnished administrative working space for service providers located onsite at ROICC Andrews, PWD Pax River and PWD Annapolis, Maryland. Report generation and tracking through the use of Government databases are necessary functions for the services provided in this PWS, therefore the Government will furnish computer assets to facilitate these functions.

9. OTHER TERMS AND CONDITIONS:

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

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

9.3. Use of Government Vehicles will not be allowed. Contractor will be responsible to provide the necessary transportation for its employees to travel to the FEAD Offices and between assigned sites (projects).

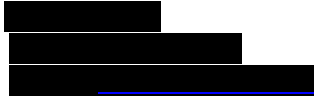
9.4. Telework and Compressed Work Schedule will not be allowed.

10. GOVERNMENT PROJECT OFFICER:

The Government Project Officer will provide general instructions to the Contractor 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.

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Contracting Officer's Representative (COR):



11. PERIOD OF PERFORMANCE: The period of performance onsite is one calendar year from effective date of contract, as stated in block 3 of the award document, referred to as the base period. Personnel supporting this contract must be in place at each site and ready to perform work within 15 calendar days of award of the contract award.

12. LOCATION OF PERFORMANCE:

ROICC Andrews, Maryland (Engineering Technician Support)
PWD Pax River, Maryland (Electric Engineer Support)
PWD Annapolis, Maryland (Electoral Engineer Support)

13. TRAVEL: The cost and means of local travel (NAVFAC AOR) is the responsibility of the Contractor. The Government is not required to provide transportation to any Contractor employee.

14. NON-PERSONAL SERVICES STATEMENT

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

15. CONTRACTOR INTERFACE

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

16. DISCLOSURE OF INFORMATION

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

17. ACCESS TO PROPRIETARY DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor

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shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides greater rights to the Contractor.

18. CONTRACTOR PROJECT OFFICER

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

*****END*****

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8001	8/4/2014 - 8/4/2014
8002	8/4/2014 - 8/3/2015
8003	8/4/2014 - 8/3/2015

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

8001	08/04/2014 to 08/03/2015
8002	08/04/2014 to 08/03/2015
8003	08/04/2014 to 08/03/2015

Services to be performed hereunder will be provided at (insert specific address and building etc.)

NAVFAC Washington PWD Pax River
22445 Peary Roadm Bldg. 504
Patuxent River, MD 20670

NAVFAC Washington PWD Annapolis
181 Wainwright Road
Annapolis, MD 21402

NAVFAC Washington ROICC Andrews
Bldg. R53 Bainbridge Street
Andrews AFB, MD 20762

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

G.2 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 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.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction/Facilities Management Invoice

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

Inspect by DoDAAC: N40080

Inspector Email Address: [REDACTED]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the System.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40080
Admin DoDAAC	N40080
Inspect By DoDAAC	N40080
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	N40080
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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█ The NAVFAC WAWF point of contact for this contract is █ and can be reached at █

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

(End of clause)

Accounting Data

SLINID	PR Number	Amount
8001		█
LLA :		
AB 17	14141804 52FA 0254 00052 0 068732 2D C069CD 0428A4FP408Q	
Standard Number: N0428A14RC069CD		
8002		█
LLA :		
AA 17	14141804 52FA 0254 00052 0 068732 2D C091CD 420824FP407Q	
Standard Number: N4208214RC091CD		
8003		█
LLA :		
AC 17	14141804 KU2N 0252 62470 8 068732 2D CCCC0Q AC004GPS1014	
Standard Number: N0002514WRSIOHG		

BASE Funding █
Cumulative Funding █

MOD 01

8001		█
LLA :		
AB 17	14141804 52FA 0254 00052 0 068732 2D C069CD 0428A4FP408Q	
Standard Number: N0428A14RC069CD		
No longer a requirement		

MOD 01 Funding █
Cumulative Funding █

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR EMPLOYEES PERFORMING SERVICES UNDER THIS TASK ORDER:

- a. Must be a US citizen, with good vision and physical health/condition;
- b. Have valid US driver's license with good driving record and be able to drive a Government owned passenger type sedan or van vehicle;
- c. Must be able to read, write and speak English fluently;
- d. Have no outstanding criminal warrants or felony convictions
- e. Be available and be willing to work flexible hours and occasional overtime.

H.2 SECURITY CLEARANCE:

- a. Performance of this contract will require contractor access to national security information classified up to ██████████ level. Contractors must be U.S. Citizens with a favorable determination and/or security clearance eligibility.
- b. Security Clearances: In order to be eligible for contract award, Offerors shall submit proof of current facility security clearance via memorandum on Company Letterhead to be verified through the Government Command Security Manager. The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
- c. Facility Access: A visit request is required for all personnel assigned to this contract via Joint Personnel Adjudication System (JPAS). The visit request shall be renewed annually or for the duration of the contract if less than one year.
- d. Contractor personnel shall meet the requirements of the HSPD-12 requirements for Common Access Card (CAC). Contact the NAVFAC WASHINGTON Security Office 202-685-9616 for assistance.
- e. Contractor may opt to participate in the Rapidgate Program to obtain base access for contractor personnel who are not authorized to receive a Common Access Card (CAC); which will allow facility access only.
- f. Security Investigations: The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on-line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements and applicant fingerprint card (FD87). The Contractor shall be responsibility for providing the fingerprint card.
- g. Access to Sensitive Unclassified Information: The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI, the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System

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(JPAS).

h. Access to Sensitive Classified Information: The contractor shall strictly adhere to the security guidance stated in the National Industrial Security Program Operating manual (NISPOM) – DOD 5220.22-M with regard to safeguarding classified information and must be able to obtain and maintain security clearance. The Contractor agencies will ensure the contractor personnel whose work involves access to sensitive classified information shall undergo a National Agency Check Local Check (NACLC) to meet eligibility requirements.

i. Contractor will not be required to receive, generate, or have custody of classified material at the Contractor's facility. Generation of classified information will not take place.

j. The Contractor shall protect and destroy all Controlled Unclassified Information. Proprietary, Privacy Act, Personally Identifiable Information (PII), or For Official Use Only Information associated with this contract, must be handled and controlled in accordance with SECNAV M-5510.36 and SECNAVINST 5211.5E.

k. Continuous Evaluation: During the term of the contract, the Contractor will notify the Government of any changes to his/her employees status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, his/her security standing in terms of access to federal facilities or IT systems.

H.3 CONTRACTOR AND CONTRACTOR EMPLOYEE REQUIREMENTS:

a. Contract employees shall answer the phone as follows:
(Name) / (Name of Contractor) Support Contractor

b. All Contractor documents shall include the following:
(Name)
Engineering Support Services
(Company Name)
Support Contractor for PWD Pax River, Annapolis or ROICC Andrews

c. Emails shall include the following:
(Name)
Engineering Support Services
(Company Name)
Support Contractor for PWD Pax River, Annapolis or ROICC Andrews

d. Cubicles/workstation shall exhibit the following:
(Name)
Engineering Support Services
(Contractor Name) / Contractor Support

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

This task order will adhere to the clauses set forth in the original Contract Award document.

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

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (JUN 1994).

(a) 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.

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f).

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

52.222-50 -- Combating Trafficking in Persons. Combating Trafficking in Persons (Feb 2009)

(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—

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

“Severe forms of trafficking in persons” means—

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

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

(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

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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