

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
1000		ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2019 – 20 September 2020.				
1000AA	R499	ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2019 – 20 September 2020. (O&MN,N)				
1001		ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2020 – 20 September 2021.				
1001AA	R499	ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2020 – 20 September 2021. (O&MN,N) Option				
1002		ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti,				

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2021 – 20 September 2022.				
1002AA	R499	ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2021 – 20 September 2022. (O&MN,N) Option				
1003		ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2022 – 20 September 2023.				
1003AA	R499	ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2022 – 20 September 2023. (O&MN,N) Option				
1004		ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2023 – 20 September 2024.				
1004AA	R499	ELECTRICAL ENGINEER/MECHANICAL ENGINEER CLDJ: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of Camp Lemonnier, Djibouti, Africa for Electrical Engineering and Mechanical Engineering Support Services from 21 September 2023 – 20 September 2024. (O&MN,N) Option				

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS) ELECTRICAL AND MECHANICAL ENGINEERING SUPPORT SERVICES FOR CAMP LEMONNIER, DJIBOUTI, AFRICA

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 (NAVFAC) Europe, Africa, and Southwest Asia (EURAFSWA). This contract/task order requirement is to provide assistance in construction and facilities services support for the Public Works Department (PWD) located at Camp Lemonnier, Djibouti, Africa. The primary duties are to provide public works support services are delineated as follows:

The following positions are required;

1.A Electrical Engineering support services for the Project Management and Engineering Branch (PM&EB) of the Facilities Engineering and Acquisition Division (FEAD)

1.B Mechanical Engineering support services for the PM&EB of the FEAD

The contractor shall provide oversight and administration of all contractor personnel and shall direct the efforts in response to specific task orders, work requirements and administrative support needs of the respective divisions as defined in this PWS. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. Contractor personnel will perform independent of and without the supervision of any Government official.

In performing this PWS, the contractor shall make observations and write factual reports and provide recommendations. The contractor shall not make decisions or judgments with respect to the adequacy of a Base Operations Support contractor's compliance and performance since those decisions will be made by Government personnel. Additionally, Government personnel will make the final decisions with respect to the development of statements of work, work scope, and cost estimates. Actions of contractor personnel may not be interpreted or implemented in any manner that results in any contractor personnel creating or modifying Federal policy, obligating the appropriated funds of the US 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 responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The contractor shall be responsible for providing all materials, equipment and labor, to include technically qualified personnel to perform the services identified, unless specifically excluded in this PWS.

The contractor's Management Plan will outline how contractor personnel on the task order will be managed to perform the requirements of the contract. It is permissible to submit an updated version of the management plan submitted in response to Section M of the solicitation.

The contractor performing work under this PWS shall provide personnel with experience, qualifications, certifications, licenses, physical abilities and other requirements in this PWS to meet performance period, location, and security requirements as defined. Within three working days following award, the contractor must submit documentation verifying that each employee assigned to perform work meets or exceeds the qualification requirements stated herein for Government acceptance. This submission of qualifications requirement remains for any subsequent employees. If, during the performance of services, any contractor employee cannot continue to meet the requirements for any reason, the contractor shall ensure that there is no gap in services longer than 14 calendar days per occasion or 21 cumulative calendar days annually. However, the Government reserves the right to prorate payment for such services not performed. In such cases, the contractor point of contact (POC) stated in Paragraph 25 shall coordinate absences or leave with the Government Project Officer stated in Paragraph 24 and the Administrative Contract Specialist as early as possible.

2. ORGANIZATION

These services will be performed at Camp Lemonnier, Djibouti in support of the PM&EB Head, who reports to the FEAD Director and ultimately the Deputy Public Works Officer.

3. TASKS/SERVICES

3.A Electrical Engineering Design Support (FEAD PM&E Branch):

The contractor's role is to provide NAVFAC EURAFSWA with professional electrical engineering services. The Electrical Engineer serves as a senior/lead Electrical Design Engineer for assigned projects in a major military program for extremely diversified and complex military projects and may be concurrently working on one or more projects throughout any stage which would result in reporting to more than one supervisor. The responsibilities of this position include application and interpretation of electrical engineering requirements to Naval facility design, conducting engineering studies surveys and investigations, and sitting on team engineering reviews.

The services required include but are not limited to:

- 3.A.1 Independently assures completion of projects involving design and review applying seasoned professional technical knowledge and experience in the oversight of an interdisciplinary team engaged in carrying out projects.
- 3.A.2 Develops Design-Build Requests for Proposal (RFPs) and Design Bid Build documents (full plans and specifications) for projects to be executed by contractors.
- 3.A.3 Implements and enforces all applicable electrical engineering codes, including but not limited to; National Electric Code and Unified Facilities Criteria (UFCs)
- 3.A.4 Provide oversight in the development of required project scopes and cost estimates for Architect and Engineer (A&E) fee and construction contract purposes.
- 3.A.5 Provide staff advisory, guidance and reports on A&E progress, consult and review services, coordinate the work of others, motivate and lead individuals of a variety of backgrounds.
- 3.A.6 Prepare Government estimates for A&E fees and construction contracts.
- 3.A.7 Provide technical and administrative guidance to A&E firms in preparing construction drawings and specifications or prepare these documents personally.
- 3.A.8 Monitor progress of designs for adherence to schedules and costs.
- 3.A.9 Ensure concept planning and designs are compatible with the Activity master plan by facilitating the design Charrette and Functional Analysis Concept Development (FACD) processes.
- 3.A.10 Facilitate coordination of the design criteria and information with the using activity, the A&E and other interested Government representatives (CONUS and OCONUS).
- 3.A.11 Review construction drawings and specifications for architectural and engineering systems and ensure that systems are designed in accordance with the latest standard engineering and construction practices and comply with all applicable codes/norms/laws.
- 3.A.12 Identify areas of special concern pertaining to the specific projects, such as permits, clearances, real estate requirements, environmental impacts, energy conservation, economic analysis, life safety, handicap accessibility criteria, activity maintenance procedures and policies, site utility adequacy, connections and outages.
- 3.A.13 Coordinate technical and administrative requirements with local, host country or other authorities when necessary, obtaining required approval actions.
- 3.A.14 Review plans and specifications prepared by the A&E, coordinate review of other Government reviewers for content and completeness, and monitor progress of design reviews and adherence to schedules.
- 3.A.15 Perform all necessary planning, scheduling and coordination necessary to assure that the design is complete and within the design budget and the allotted construction budget.
- 3.A.16 Review and make recommendations for A&E invoices for progress payments; assure that all work required by contract has been satisfactorily completed per scope of work and all submittals have been properly received; verify contract completion; review final invoice and

recommend payment.

3.A.17 Make recommendations for the A&E final performance evaluation.

3.A.18 Conduct field investigations during construction involving difficult problems such as changes in design due to latent conditions and interface new work with existing structures and/or those under construction.

3.A.19 Analyze and interpret contract drawings and specifications to determine the extent of the contractor's responsibility under the provisions of the contract.

3.A.20 Recommend solutions to controversial situation including those that are due to misinterpretation of engineering terms and provisions.

3.A.21 Review and evaluate proposed change orders, recommending approval or disapproval.

3.A.22 Prepare Government estimates used in negotiating cost of approved changes.

3.A.23 Interpret customer requirements. Perform or direct surveys and field investigations to determine existing condition of facilities and layout information, obtain equipment data, dimensions, and make design checks.

3.A.24 Perform necessary calculations, develop possible alternatives, and present findings and alternatives in written reports and meetings with customers.

3.A.25 Provide technical support to the Contracts and/or Construction product line components of the PWD in such matters as contract interpretation, technical review, recommendations and resolution of contractor's claims, and change orders involving architectural or engineering matters, etc.

3.A.26 Will be required to sign non-disclosure statements.

3.A.27 Consolidate the findings of others, evaluate recommendations and facts, and produce results of analysis.

3.A.28 Develop from client requirements, conceptual designs and diagrammatic sketches for multiple facility types.

3.A.29 Deliver all written and verbal correspondences utilizing the English language.

3.B Mechanical Engineering Design Support (FEAD PM&E Branch):

The contractor's role is to provide NAVFAC EURAFSWA with professional mechanical engineering services. The Mechanical Engineer serves as a senior/lead Mechanical Design Engineer for assigned projects in a major military program for extremely diversified and complex military projects and may be concurrently working on one or more projects throughout any stage which would result in reporting to more than one supervisor. The responsibilities of this position include application and interpretation of mechanical engineering requirements to naval facility design, conducting engineering studies surveys and investigations, and sitting on team engineering reviews.

The services required include, but are not limited to:

3.B.1 Independently assures completion of projects involving design and review applying technical knowledge and experience in the oversight of an interdisciplinary team engaged in carrying out projects.

3.B.2 Develops Design-Build RFPs and Design Bid Build documents (full plans and specifications) for projects to be executed by contractors.

3.B.3 Implements and enforces all applicable mechanical engineering codes, including but not limited to; International Mechanical Code, International Plumbing Code, International Fuel/Gas Code, the American Society of Heating, Refrigeration, and Air-Conditioning Engineers standards, and UFCs

3.B.4 Provide oversight in the development of required project scopes and cost estimates for A&E fee and construction contract purposes.

3.B.5 Provide staff advisory, guidance and reports on A&E progress, consult and review services, coordinate the work of others, motivate and lead individuals of a variety of backgrounds.

3.B.6 Prepare Government estimates for A&E fees and construction contracts.

- 3.B.7 Provide technical and administrative guidance to A&E firms in preparing construction drawings and specifications or prepare these documents personally.
- 3.B.8 Monitor progress of designs for adherence to schedules and costs.
- 3.B.9 Ensure concept planning and designs are compatible with the Activity Master Plan by facilitating the design Charrette and FACD processes.
- 3.B.10 Facilitate coordination of the design criteria and information with the using activity, the A&E and other interested Government representatives (CONUS and OCONUS).
- 3.B.11 Review construction drawings and specifications for architectural and engineering systems and ensure that systems are designed in accordance with the latest standard engineering and construction practices and comply with all applicable codes/norms/laws.
- 3.B.12 Identify areas of special concern pertaining to the specific projects, such as permits, clearances, real estate requirements, environmental impacts, energy conservation, economic analysis, life safety, handicap accessibility criteria, activity maintenance procedures and policies, site utility adequacy, connections and outages.
- 3.B.13 Coordinate technical and administrative requirements with local, host country or other authorities when necessary, obtaining required approval actions.
- 3.B.14 Review plans and specifications prepared by the A&E, coordinate review of other Government reviewers for content and completeness, and monitor progress of design reviews and adherence to schedules.
- 3.B.15 Perform all necessary planning, scheduling and coordination necessary to assure that the design is complete and within the design budget and the allotted construction budget.
- 3.B.16 Review and make recommendations for A&E invoices for progress payments; assure that all work required by contract has been satisfactorily completed per scope of work and all submittals have been properly received; verify contract completion; review final invoice and recommend payment.
- 3.B.17 Make recommendations for the A&E final performance evaluation.
- 3.B.18 Conduct field investigations during construction involving difficult problems such as changes in design due to latent conditions and interface new work with existing structures and/or those under construction.
- 3.B.19 Analyze and interpret contract drawings and specifications to determine the extent of the contractor's responsibility under the provisions of the contract.
- 3.B.20 Recommend solutions to situations including those that are due to misinterpretation of engineering terms and provisions.
- 3.B.21 Review and evaluate proposed change orders, recommending approval or disapproval.
- 3.B.22 Prepare Government estimates used in negotiating cost of approved changes.
- 3.B.23 Interpret customer requirements. Perform or direct surveys and field investigations to determine existing condition of facilities and layout information, obtain equipment data, dimensions, and make design checks.
- 3.B.24 Perform necessary calculations, develop possible alternatives, and present findings and alternatives in written reports and meetings with customers.
- 3.B.25 Provide technical support to the Contracts and/or Construction product line components of the PWD in such matters as contract interpretation, technical review, recommendations and resolution of contractor's claims, and change orders involving architectural or engineering matters, etc.
- 3.B.26 Will be required to sign non-disclosure statements.
- 3.B.27 Consolidate the findings of others, evaluate recommendations and facts, and produce results of analysis.
- 3.B.28 Develop from client requirements, conceptual designs and diagrammatic sketches for multiple facility types.

3.B.29 Deliver all written and verbal correspondences utilizing the English language.

4. DELIVERABLES

As assigned by the Contracting Officer's Representative (COR) (Capital Improvements Core Design Product Line Coordinator or Supervisory General Engineer) the requirements above shall be performed on time, accurately, and completely. Service providers will submit a weekly project status report for any assigned project to the COR and attend any project status meetings. Contractor will provide a monthly report to Capital Improvements Business Line summarizing service provider actions for each month.

4.A Electrical Engineering Design Support (FEAD PM&E Branch):

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

Deliverable	Reference	When due	# copies	Submit to
Contractor Project Officer	24	Two working days following award	1	KO
Resumes of personnel who meet or exceed qualifications to include references from previous employer	1,3,5	Three working days following award	1	KO/COR
Management Plan	1	Five working days following award (if required by KO)	1	KO
Project Status Report	4	Friday each week	1	KO/COR/PMEB
Summary of Support Actions	4	Last working day of each month	1	KO/COR/PMEB

4.B. Mechanical Engineering Design Support (FEAD PM&E Branch):

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

Deliverable	Reference	When due	# copies	Submit to
Contractor Project Officer	24	Two working days following award	1	KO
Resumes of personnel who meet or exceed qualifications to include references from previous employer	1,3,5	Three working days following award	1	KO/COR
Management Plan	1	Five working days following award (if required by KO)	1	KO
Project Status Report	4	Friday each week	1	KO/COR/PMEB
Summary of Support Actions	4	Last working day of each month	1	KO/COR/PMEB

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

The contractor must meet the following requirements or have the following licenses or certifications for each position:

5. A. Electrical Engineering Design Support (FEAD PM&E Branch)

- 5. A.1 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel.
- 5. A.2 Knowledge of software such as Microsoft Office to support project development efforts.
- 5. A.3 Knowledge of management and analysis techniques to identify, consider, and resolve issues or problems related to projects in development and post award.
- 5. A.4 Skill in briefing managers and in communicating tentative recommendations regarding efficiency in program operations.
- 5. A.5 Possess a Bachelor's Degree in Electrical Engineering from a recognized college or university.
- 5. A.6 Have a minimum of 5 years of electrical engineering experience demonstrating a professional knowledge of electrical engineering concepts, principles, and practices applicable to a full range of duties concerned with design, layout, and construction of facilities structures such as office buildings, industrial facilities, shops, warehouses, recreations facilities, and utilities infrastructure typically found on military installations.
- 5. A.7 Candidate shall be proficient in the use of AutoCAD.
- 5. A.8 Possess basic familiarity with related engineering fields including mechanical, architectural, civil, and structural.
- 5. A.9 Apply fundamental engineering concepts, terminology, units of measurement (both metric and US), and their inter-relationship common to all branches of architecture, engineering, project management and financial management.

5. B. Mechanical Engineering Support (FEAD PM&E Branch):

- 5. B.1 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel.
- 5. B.2 Knowledge of software such as Microsoft Office to support project development efforts.
- 5. B.3 Knowledge of management and analysis techniques to identify, consider, and resolve issues or problems related to projects in development and post award.
- 5. B.4 Skill in briefing managers and in communicating tentative recommendations regarding efficiency in program operations.
- 5. B.5 Possess a Bachelor's Degree in Mechanical Engineering from a recognized college or university.
- 5. B.6 Possess a minimum of 5 years of mechanical engineering experience demonstrating a professional knowledge of mechanical engineering concepts, principles, and practices applicable to a full range of duties concerned with design, layout, and construction of facilities structures such as office buildings, industrial facilities, shops, warehouses, recreations facilities, and utilities infrastructure typically found on military installations.
- 5. B.7 Candidate shall be proficient in the use of AutoCAD.
- 5. B.8 Possess basic familiarity with related engineering fields including mechanical, architectural, civil, and structural.
- 5. B.9 Apply fundamental engineering concepts, terminology, units of measurement (both metric and US), and their inter-relationship common to all branches of architecture, engineering, project management and financial management.

6. PERIOD OF PERFORMANCE

- 6.A The period of performance onsite at Camp Lemonnier, Djibouti, Africa is one calendar year from effective date of contract, as stated in block 3 of the award document (DD-1155), referred to as the base period. Personnel supporting this contract must be in place and ready to perform work within the first day of each performance period stated in "Section F – Deliverables or Performance.
- 6.B This task order includes four option periods, which may be unilaterally exercised by the Government. The option periods shall not exceed one year in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing. A negotiated economic adjustment factor for option periods will be considered.

7. PLACE OF PERFORMANCE

Services will be primarily performed on Government facilities but may occasionally be provided off-site depending on program requirements. Local travel is considered within a 70-kilometer radius from Camp Lemonnier, Djibouti, Africa and is the responsibility of the contractor. Anticipate less than 10 trips within this local travel area. Travel outside of the local area will be considered reimbursable under the travel line item in Other Direct Costs.

8. OPERATIONAL HOURS

The contract will be based on a 40-hour work week during normal operating hours. Services delineated in this contract are expected to be performed by contractor personnel during normal Government work days, unless there is an official United States holiday listed below during the week. As support is not normally required during official holidays, the required level of support is reduced by eight hours for each holiday. As a result, contractor personnel are not expected to provide support during United States official holidays. While the contractor can provide leave to their personnel, this expense should be burdened in their rate.

Emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules.

United States official holidays (dates may vary each year):

- New Year's Day (January 1).
- Birthday of Martin Luther King, Jr. (Third Monday in January).
- Washington's Birthday (Third Monday in February).
- Memorial Day (Last Monday in May).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Columbus Day (Second Monday in October).
- Veterans Day (November 11).
- Thanksgiving Day (Fourth Thursday in November).
- **Christmas Day (December 25).**

9. OVERTIME

There is no overtime. As described in Paragraph 8, Operational Hours of the PWS, emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules. The hours worked outside of normal business hours shall allow time off during normal work schedules, 1:1.

10. SECURITY REGULATIONS AND REQUIREMENTS

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

10.B All offerors must comply with the Synchronized Pre-deployment and Operational Tracker (SPOT) requirements discussed in Section I – Contract Clauses. “DFARS CLAUSE 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING US ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES.” SPOT website: <https://spot.dmdc.mil/default.aspx>. Contractors are responsible for SPOT registration and any delay of registering in SPOT relies upon the contractor.

10.C Within three 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). CAC Card will be issued by Camp Lemonnier, Djibouti, Africa.

10.D Access to Government computer and workstations is required and will require obtaining a background check. The contractor is responsible to provide all necessary information to clear the security check and gain a CAC. Failure to provide all information or failure of background security check will result in rejection of candidate. Within 3 days after contract award, the contractor is to contact the COR for security information and forms required.

10.E Non-US citizens or third-country national personnel **ARE REQUIRED** to undergo background security checks, subject to host nation or contractor's country security requirements for access to computer network based project files and emails. NO EXCEPTIONS currently allowed.

The Government agency or firm to perform the background security check will depend on the contractor's country of residence.

10.F The contractor shall not discuss US Government business outside of official forums. Violation of this policy may result in immediate removal of personnel from the installation and/or termination of this contract.

10.G No drug use at any time on or off base will be tolerated. Violation of this policy may result in immediate removal of personnel from the installation and/or termination of this contract.

10.H For the safety and security of contractor personnel, the Government may require contractor personnel to complete safety or security-related training (e.g. Anti-terrorism) or register in Navy systems (e.g. Navy Family Accountability and Assessment System (NFAAS) to account for personnel and their families during widespread natural or manmade disasters). There is no cost to the contractor for such training. The contractor accepts that this is for the contractor employees' preventive safety and security measures only and the information contained therein will not be disclosed unless in emergency purposes

11. OTHER DIRECT COSTS (ODC): REIMBURSABLE EXPENSES (TRAVEL, OVERTIME, TRAINING, EQUIPMENT OR MATERIALS, ETC.)

11. A Travel is not required in the normal completion of duties.

11. B The cost and means of local travel is the responsibility of the contractor. The Government is not required to provide transportation to any contractor employee.

12. TASK TYPE

This will be a Firm Fixed-Price task order contract.

13. 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 employees will perform independent of and without the supervision of any Government official. The contractor shall submit an oversight plan that outlines how service providers on the contract will be managed in order to perform the requirements of the contract. 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 US 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 FAR. The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

14. ADMINISTRATIVE CONSIDERATIONS

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

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

15. GOVERNMENT FURNISHED PROPERTY/INFORMATION

15.1 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.

15.2 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, and typical office supplies for contractor labor support located onsite at Camp Lemonnier, Djibouti.

16. 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.

17. 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.

18. 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 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.

19. QUALITY ASSURANCE

The Government designated COR in paragraph 24 will review, for completeness, preliminary or draft documentation that the contractor submits, and may return it to the contractor for correction. Absence of any comments by the designated point of contact will not relieve the contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by written approval and acceptance by the designated point of contact. The contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

20. HOUSING AND TRANSPORTATION

The contractor is responsible for ensuring its contractor employee has all lodging, meals, commuting costs, and incidental costs for their personnel for the duration of this contract (non-TDY status). The Electrical Engineer (service in 1.A) and Mechanical Engineer (service in 1.B) support services must be prepared to perform the tasks, services, and deliverables described in PWS Paragraphs 3 and 4 within 10 calendar days upon arrival at performance location. Furthermore, the contractor is also responsible for all relocation related costs for their personnel. The Government will not provide housing (on or off base), meals, or transportation for personnel's commute to and from work.

21. IMMIGRATION AND VISA REQUIREMENTS

21.A The contractor bears sole responsibility to ensure that all necessary paperwork, fees, and sponsorship requirements necessary to obtain required visa and comply with all Djiboutian immigration regulations to work in Djibouti are satisfied.

21.B Upon arrival in country the contractor shall take the following to the Camp Lemonnier Base Access Control Office: Copy of Contract, Copy of Passport, a letter from the supported command explaining stating they are on contract, and a waiver letter from the company stating the base is not responsible for the contracted individuals..

22. OTHER TERMS AND CONDITIONS

22.A In accordance with FAR 7.503(c)(12)(ii) & FAR 7.503(c)(12)(viii) this individual will not serve on Technical Evaluation Boards, Price Evaluation Boards or Source Selection Boards as an advisory member without first receiving approval for the use of advisory and assistance services by the NAVFAC Acquisition proponent in accordance with Naval Facilities Acquisition Supplement 37.203. In addition, this individual will not be assigned as a Contracting Officer's Authorized Representative.

22.B In accordance with Defense Federal Acquisition Regulation Supplement 211.106, there must be a "clear distinction between Government employees and contractor employees. "Contracts shall require contractor personnel to clearly identify that they are contracted personnel. The

required information may be found under section “H” of the solicitation.

23. GOVERNMENT CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Government COR will provide general instructions to the contractor POC on limitations and deadlines. The COR is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Contracting Officer Representative, COR

Point of Contact: LT Mike V. Guaigua, CEC, USN

Phone: 311-824-4326

E-Mail: mike.v.guaigua.mil@mail.mil

24. CONTRACTOR’S PROJECT MANAGER

The contractor will provide the Contracting Officer and the COR 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.

25. POST AWARD MEETING

Consistent with Section H of basic contract, the Government will coordinate a Post-Award meeting soon after task order award to ensure that all parties understand the terms and conditions of this task order. The contractor, COR, and the Administrative Contract Specialist are required to attend. The meeting will be held via telephone conference at the earliest convenience.

Section D - Packaging and Marking

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

Section E - Inspection and Acceptance

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

Section F - Deliveries or Performance

The Period of Performance of the following Firm items are as follows:

1000 AA	09/21/2019 - 09/20/2020
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The Period of Performance of the following Option items are as follows:

1001 AA	09/21/2020 - 09/20/2021
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1002 AA	09/21/2021 - 09/20/2022
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1003 AA	09/21/2022 - 09/20/2023
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1004 AA	09/21/2023 - 09/20/2024
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Section G - Contract Administration Data

Contracting Officer Representative
To be appointed Cor, N00421
21983 BUNDY ROAD, Bldg 441
Patuxent River, MD 20670
john.bohner@navy.mil
301-757-7035

Accounting Data

CLIN/SLIN	PR Number	Amount
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N3319119F3500		
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Section H - Special Contract Requirements

1.0 Limited Logistical Support will be provided to the service provider under this contract.

Navy Exchange and Morale, Welfare, and Recreation (MWR) privileges are granted to contractor employees who are U.S. Citizens working and residing full time on the installation. Privileges are not granted by this contract to any local national contractor employees. Third country nationals and U.S. Citizens are granted use of the installation's galley, but must pay for all meals. Request for access to MWR facilities may be considered and forwarded for higher Department of Defense command approval, as appropriate, subject to need, capacity and applicable Status of Forces and other international agreements. Installation privileges for contractors is subject to change at any time must be adhered to at all times. Violation of privileges is subject to debarment from installation.

2.0. Contractor and Contract Employee Requirements:

2.1.1. Contract employees shall answer the phone as follows:

(Name) / (Name of Contractor) Support Contractor

2.1.2. All Contractor documents shall include the following:

(Name)

Electrical Engineer / Mechanical Engineer

(Company Name)

Support Contractor for PWD Camp Lemonnier, Djibouti

2.1.3. Emails shall include the following:

(Name)

Electrical Engineer / Mechanical Engineer

(Company Name)

Support Contractor for PWD Camp Lemonnier, Djibouti

DSN: 311-824-XXXX

E-mail: firstname.mi.lastname.ctr@mail.mil

2.1.4. Cubicles/workstation shall exhibit the following:

(Name)

Electrical Engineer / Mechanical Engineer

(Company Name) Contractor Support

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

(Company Name)

Support Contractor

Section I - Contract Clauses

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

PROVISIONS / CLAUSES BY REFERENCE:

FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
 FAR 52.228-3 - WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT). (JUL 2014)
 FAR 52.228-4 - WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
 FAR 52.229-6 - TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
 FAR 52.237-1 - SITE VISIT (APR 1984)
 FAR 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
 FAR 52.246-4 - INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)
 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
 DFARS 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
 DFARS 252.229-7001 - TAX RELIEF (SEP 2014)
 DFARS 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)
 DFARS 252.233-7001 - CHOICE OF LAW (OVERSEAS) (JUNE 1997)

PROVISIONS/CLAUSES BY FULL TEXT

Preventing Personal Conflicts of Interest (Dec 2011)

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not

“impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board membership, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of information that might be affected by the task to which the employee has been assigned, as follows:

- (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household
- (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business); and
- (C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee’s personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

- (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the employee has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective action taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performed only by a self-employed individual).

(End of clause)

(End of provision)

FAR 52.217-5 - EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options.

(End of provision)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

FAR 52.222-50 COMBATTING TRAFFICKING IN PERSONS. (JAN 2019)

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“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.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“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.

“Recruitment fees” means- Fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;

- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs--

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

“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 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 subjecting 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.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents 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;

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

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the contractor (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay for the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not require return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangement, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

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

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

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, agent, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Lending, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) 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 until the Contractor has taken appropriate remedial action;

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

(5) Declining to exercise available options under the contract;

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

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7801-7807), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts or forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed, and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (h), the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a hotline available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@bea.gov

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to potential employees, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing

standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such prohibited activities;

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements of paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

DFARS 252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY.
(DEVIATION 2016-O0008)

Use this clause, in lieu of the clause at DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that will require contractor personnel to perform in the United States Africa Command (USAFRICOM) area of responsibility.

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES
AFRICA COMMAND AREA OF RESPONSIBILITY
(DEVIATION 2016-O0008)(JUN 2016)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means—

(1) The entire continent of Africa, excluding Egypt;

(2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and

(3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40’S/068°E, and west to the African coast at 01°40’S.

(b) *General.*

(1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.

(2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.

(3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required

for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All such personnel deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

A. Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23,

Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all such personnel. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF and, as specified in the statement of work, non-CAAF personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.* The Contractor shall—

(1) Use the SPOT web-based system, or its successor, to account for—

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

(2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)

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

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

(End of clause)

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

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, and 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 5252.242-9300 - 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)

DFARS 252.232-7006 - WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(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.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N61240
Issue By DoDAAC	N33191/CLDJ
Admin DoDAAC	N33191
Inspect By DoDAAC	N33191
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N33191
LPO DoDAAC	N33191
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

Inspector: Jonathan James jonathan.r.james18.civ@mail.mil

Acceptor: Chad DeVries Chad.DeVries@eu.navy.mil

Certifying Official: Brian Griffin brian.d.griffin@eu.navy.mil

(g) *WAWF point of contact.*

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

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)