

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
1000	R499	Provide One (1) Engineering Technician support services for the NAVFAC EURAFSWA Expeditionary Business Line at Baledogle Military Airfield, Somalia and surrounding areas. (O&MN,N)				
1001	R499	Provide One (1) Engineering Technician support services for the NAVFAC EURAFSWA Expeditionary Business Line at Baledogle Military Airfield, Somalia and surrounding areas. (O&MN,N) Option				
1002	R499	Provide One (1) Engineering Technician support services for the NAVFAC EURAFSWA Expeditionary Business Line at Baledogle Military Airfield, Somalia and surrounding areas. (O&MN,N) Option				

Section C - Description/Specifications/Statement of Work

04 APR 2019

PERFORMANCE WORK STATEMENT (PWS)

ENGINEERING TECHNICIAN-CONSTRUCTION SUPPORT FOR

NAVFAC EURAFSWA EXPEDITIONARY BUSINESS LINE

BALEDOGLE MILITARY AIRFIELD CONSTRUCTION PROJECT

The NAVFAC EURAFSWA Expeditionary (EX) Business Line requires non-personal services contract assistance to execute Baledogle Military Airfield repairs within the Combined Joint Task Force-Horn of Africa (CJTF-HOA) Area of Responsibility (AOR). NAVFAC EURAFSWA EX serves as the Project Manager for construction projects while CJTF-HOA assists by serving as the Contracting Officer's Representative (COR). These services consist of Engineering Technician-Construction Support.

1. SCOPE OF WORK:

Under this task order, the Contractor will independently provide services as set forth in the remainder of this document in support of the overall operational objectives of Naval Facilities Engineering Command Europe, Africa, and Southwest Asia (NAVFAC EURAFSWA). This contract/task order requirement is to provide assistance in construction, maintenance, and facilities services support for the Expeditionary Business Line currently located at Naples, Italy. The primary duties are to provide construction management quality assurance service for construction contracts primarily located at, but limited to, Baledogle Military Airfield, Somalia, and are delineated as follows:

A. One (1) Engineering Technician support services for the NAVFAC EURAFSWA Expeditionary Business Line at Baledogle Military Airfield, Somalia and surrounding areas.

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 a management plan within five working days following Contract award that outlines how service providers on the contract will be managed by the Contractor 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 U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing all material, equipment, transportation, and labor, to include technically qualified personnel to perform the services identified, unless specifically excepted in this PWS.

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

Each offeror submitting a proposal to perform work under this PWS shall confirm compliance in the proposal with experience, qualifications, certifications, licenses, physical abilities and other requirements given in this PWS and shall affirm the ability to meet performance period, location and security requirements as defined. The Contractor awarded this work must submit, within three working days following award, for Government acceptance, documentation verifying that each Contractor employee assigned to perform work under the terms of

this PWS meets or exceeds the qualification requirements stated herein. If, during the performance of services set forth in this PWS, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services longer than 14 calendar days per occasion or 21 cumulative calendar days annually. Alternate employees assigned by the Contractor to perform work in the absence of previously qualified personnel must have similar documentation presented for Government acceptance verifying qualification compliance as described in this paragraph. However, the Government reserves the right to prorate payment for such services not performed. In such cases, the Contractor POC stated in Paragraph 24 shall coordinate absences or leave with the Government Project Officer stated in Paragraph 23 and the Administrative Contract Specialist as early as possible.

2. ORGANIZATION

Naval Facilities Engineering Command, Europe Africa Southwest Asia, Naples, Italy, is requesting these services be performed in support of the Expeditionary Business Line currently located at Naples, Italy.

3. TASKS/SERVICES

3.A. Engineering Technician (ET):

The Contractor's role is to assist NAVFAC in monitoring these construction contracts for adherence to contract provisions and applicable trade and safety standards. Based on observations, the contractor will make recommendations to the Government regarding the acceptability of the work performed. Contractor personnel have the authority to stop any work that poses an imminent danger to personnel, equipment, or property. In the event that the ET must stop work due to imminent danger, the ET must immediately notify the assigned Contracting Officer Representative (COR) for the project.

The services provided will comply with the following references (incorporated by reference). For references not available to the public, offerors may request copies from the contracting officer.

NAVFAC Business Management System (BMS)

Unified Facilities Criteria/Guide Specifications

NAVFAC P-307 (Management of Weight Handling equipment)

Safety and Health Requirements Manual – EM 385-1-1

The basis of personnel for engineering technician support is estimated at one (1) full-time equivalents per 12 months level of effort and does not include personal and sick leave or any other time that does not directly support the services outlined in this paragraph. Personnel are expected to perform at a pace no more than 40 work hours per week, unless there is an official United States holiday listed in section 8A of the solicitation during the week. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday.

Engineering Technician services required include, but are not limited to:

3.A.1 Make regular visits to project sites to review construction work is in compliance with the contract including the design, UFCs, and safety requirements.

3.A.2 Attend meetings including but not limited to post-award kickoff meetings and pre-construction conferences. The contractor must have a government representative at all meetings with contractors. If no government representative is in attendance, the meeting must adjourn and be rescheduled.

3.A.3 Review and comment on contractor's Quality Control Plan and safety/accident prevention plans.

3.A.4 Review and comment on constructability reviews

3.A.5 Administer the Construction Quality Management Program as required in the construction contract specifications.

3.A.6 Review construction contractor compliance with safety requirements and make recommendations for corrective actions.

3.A.7 Review construction contractor's daily reports for thoroughness and accuracy and check daily payrolls for any discrepancies. Provide reviewed copy of reports and proposed corrections to Construction Manager.

3.A.8 Monitor ongoing construction to check construction contractor progress and verify compliance with plans and specifications and safety requirements.

3.A.9 Identify issues that may result in changes to contract value or duration to the Government construction manager and Contract Specialist. Provide potential corrective scopes and cost estimates for modification(s).

3.A.10 Monitor the construction contractor's conduction of required material testing and analysis in accordance with the contract requirements, review for compliance and make recommendations for corrections.

3.A.11 Assist with scheduling required outages to avoid work stoppages for contractor, Clients and Airfield operations.

3.A.12 Monitor the closeout process including punch list preparation and completion, testing and startup of major systems, and final acceptance. Make recommendations for corrections.

3.A.13 Monitor construction contractor's updates to as-built drawings and verify that they are maintained regularly in accordance with contract requirements; verify that a complete set of as-built drawings is turned over at the close of the contract. Make reports of any updates that are not completed timely and make recommendations for corrections.

3.A.14 Verify that the construction contractor provides a complete set of Operation and Maintenance Support Information (OMSI) Manuals and conducts any user training for equipment installed on the project as required by the construction contract. Make recommendations for corrections.

3.A.15 Support the review/approval of government approved technical and administrative submittals including but not limited to the schedule of prices, contractor's baseline critical path schedule, test plans/reports, performance verification tests of major systems, etc.

3.A.16 Support the commissioning and NAVFAC Red Zone process.

4. DELIVERABLES

As assigned by the resource manager (Expeditionary Business Line Project Manager) the requirements above shall be performed on time, accurately, and completely. Service providers shall submit a weekly project status report for any assigned project and attend any project meetings. Contractor shall provide a monthly report to the Contracting Officer summarizing service provider actions for each month. For the purposes of submission, the following personnel, or their designated representatives, are designated to receive submittals:

Project Manager (PM)

Contracting Officer (KO)

Contracting Officer's Representative (COR)

Assistant Contracting Officer's Representative (ACOR)

Engineering Technician (ET)

Summary Reports: Deliverable	Reference	When due	# copies	Submit to
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5. CERTIFICATIONS, LICENSES, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED

All Contractor employees performing services described in paragraph 3 above must meet the following qualification

5.A Engineering Technician:

5.A.1 Technical and practical knowledge and experience (at least 3 years) as an engineering technician, superintendent, or quality control/quality assurance manager or representative, or Contracting Officer's Technical Representative on Department of Navy or other Department of Defense Construction Projects in the support of international construction project activities and demonstrate knowledge and understanding of engineering principles and practices.

5.A.2 General understanding of bituminous-asphalt cement batching operations in commercial and expeditionary applications. General understanding of asphalt paving operations in commercial and expeditionary applications. Ability to read and comprehend pavement specifications, including quality control requirements and testing processes. This requires some familiarity/awareness of standard classification, laboratory, and in-situ testing standards published by ASTM (D2487, C-131, D2216, D2922, D1557, C-150, C-654, C-977 for example). Familiarity/awareness of the Unified Facilities Criteria, specifically UFC 3-260-02 and UFC 3-270-01.

5.A.3 Ability to read and comprehend construction plans, including site plans, pavement design sections, typical cross-section plan/profile sheets, testing plans, safety plans, grading plans, and applicable details.

5.A.4 Ability to understand and review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.

5.A.5 Thorough knowledge of construction practices and methods and construction management skills as demonstrated through relevant construction and/or construction management experience.

5.A.6 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel.

5.A.7 Extensive experience and ability to monitor construction, maintenance, repair and alteration projects to a successful and timely completion with respect to schedule and budget.

5.A.8 Computer skills: Contractor shall be proficient in Microsoft Word, Outlook, PowerPoint, Excel, and Adobe Acrobat Reader and training and knowledge of Primavera scheduling software and/or other construction scheduling software packages is desired.

5.A.9 Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment will be required on this contract. Assigned Contractor employees must present medical certificate of physical qualification showing that they are physically capable of performing the tasks outlined in the PWS.

5.A.10 Extensive experience and ability of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.

5.A.11 Record of completion of the full 40-hour EM 385-1-1 Construction Safety Course (NAVFAC or USACE). The eight-hour online course is not an acceptable alternative.

5.A.12 Must successfully pass required security background investigation.

6. PERIOD OF PERFORMANCE

The period of performance onsite in the locations specified in Paragraph 1 is six (6) calendar months starting from the date of award, referred to as the base period. Personnel supporting this contract must be in place at the locations specified in Paragraph 1 and ready to perform work within fifteen (15) calendar days of award. This task order includes two (2) option periods, which may be unilaterally exercised by the Government. The option periods shall not exceed three (3) months in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

7. PLACE OF PERFORMANCE

Services will be performed off-site, on-site, or a combination thereof, depending on program requirements. On-site work will be performed primarily at the Baledogle Military Airfield, Somalia as outlined in Paragraph 1 above. The Contractor shall have the ability to move personnel to an off-site facility to perform services herein.

8. OPERATIONAL HOURS

8.A The Contractor shall coordinate actual work schedule with the Contracting Officer's Representative (COR) and the Assistant Contracting Officer's Representative (ACOR). Services delineated in this PWS are expected to be performed by contractor personnel during normal Government work days, unless there is an official United States holiday listed in 8.C.1 during the week. The Government's normal business hours are Sunday to Thursday 0700-1730, subject to project specific timing. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday. As a result, Contractor personnel are not expected to provide support during United States official holidays.

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

8.B 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 each performance period. However, the Government reserves the right to prorate payment for such services not performed.

8.C Alternate employees assigned by the Contractor to perform work in the absence of previously qualified personnel must have similar documentation presented for Government acceptance verifying qualification compliance as described in this paragraph. In all such cases, the Contractor POC stated in Paragraph 27 shall coordinate absences or leave with the Government Contracting Officer's Representative stated in Paragraph 26 and the Administrative Contract Specialist as early as possible.

8.C1 United States official holidays (dates may vary per calendar year):

Columbus Day Veterans Day

Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

9. OVERTIME

Overtime is authorized, but there will be no separate line item to compensate 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 the contractor personnel to take time off during normal hours, 1:1. Hours outside of normal business hours will be paid at the same rate as normal business hours.

10. PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than the COR or Contracting Officer. All changes to the specifications, terms, and conditions under this task order require a modification to the task order executed by the Contracting Office.

11. SECURITY REGULATIONS AND REQUIREMENTS

11.A Work under this task order is UNCLASSIFIED. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order.

11.B All offerors must comply with the Synchronized Pre-deployment and Operational Tracker (SPOT) requirements discussed in Section I – Contract Clauses. "CLASS DEVIATION 2016-00006, Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-00006)" 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. Upon registration, it is the contractor's responsibility to immediately notify the COR.

11.C Within three (3) working 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).

11.D U.S. citizens require a **COMPLETED AND FAVORABLY ADJUDICATED** National Agency Checks with Inquiries (NACI or Tier 2) and FBI fingerprint check (FD-258) for access to computer network based project files and emails – completed and favorably adjudicated higher-level investigations (NACLC/ANACI/T3/T3R) are acceptable. NO EXCEPTIONS currently allowed. Upon contract award, the Government will perform a Tier 2 security clearance review. If the candidate already has Tier 2 background investigation, the Government will confirm his or her eligibility determination through the Joint Personnel Adjudication System (JPAS). At time of solicitation issuance, the Government's Tier 2 investigation and adjudication process can take up to six months or longer.

Therefore, COMPLETED AND FAVORABLE NACI and FBI fingerprint checks are required.

Requirements will be communicated via DD-254 template and DD-254 Instructions, and are provided as attachments. A final DD-254 shall be provided upon task order contract award.

All higher level (e.g. Tier 3) security clearance background investigations are the contractor's responsibility and the investigation and adjudication process will not be performed by the Government. If the candidate already has Tier 3 security clearance, the Government will confirm his or her eligibility determination through the Joint Personnel Adjudication System (JPAS).

If any Contractor employee receives an eligibility determination other than "Favorable," the Contractor shall provide a qualified replacement at no cost to the Government and mobilize such personnel in accordance with their Management Plan.

11.E No drug use is allowed at any time while performing duties on or off base will be tolerated; this includes chewing Khat. Violation of this requirement may result in immediate removal of personnel from the installation and/or termination of this contract.

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

11.G 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 situations.

12. REIMBURSABLE EXPENSES (TRAVEL, CONFERENCE, TRAINING, EQUIPMENT OR MATERIALS, ETC.)

12.A Travel is not required in the normal completion of duties. If travel is authorized via a modification then all travel reimbursement requests must be in compliance with the Joint Travel Regulations (JTR). Contractor expense reports shall be prepared and processed in accordance with the JTR.

12.B The cost and means of local travel is the responsibility of the Contractor. Local travel is defined as travel within Somalia. The Government is not required to provide transportation to any Contractor employee.

12.C Conference attendance is not expected as part of this PWS. If contractor is required to attend conference, cost will be paid by government for attendance.

12.D The contractor is required to provide a fully trained engineering technician in their career field. Specialized training required by the Government other than those required for career field certification may be paid at the Government's expense. This training must be identified and approved by Government personnel. If approved, training would be provided by the government either on line or in person during regular working hours.

13. TASK TYPE

This will be a Firm Fixed-Price task order contract under NAVSEA's Multiple Award Contract (MAC).

14. NON-PERSONAL SERVICE STATEMENT

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

15. ADMINISTRATIVE CONSIDERATIONS

Correspondence: To promote timely and effective administration, correspondence shall be subject to the following procedures: Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the COR in Paragraph 26.

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 Contract Specialist stated in Section G, or the Contracting Officer.

16. CONTRACTOR INTERFACE

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

direct the work of such other Contractors in any manner, 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 authorize 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 Contracting Officer's Representative in paragraph 26 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. GOVERNMENT FURNISHED PROPERTY/INFORMATION

20.A 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 Naval Facilities Engineering Command publications, manuals, directives, standards, policies, and procedures.

20.B The Contractor will provide safety vests and hard hats. Hard hats must comply with Section H of this task order contract. Contractors shall provide all other Personal Protective and Safety Equipment (e.g. ASTM-approved safety shoes and safety glasses) which shall comply with EM385-1-1. The Government will provide furnished administrative working space for Contractor personnel located onsite at BMA. Report generation and tracking through the use of Government databases are necessary functions for the services provided in this PWS, therefore the Government will furnish computer assets for these functions, but the contractor is required to provide laptop

computers with AutoCAD and Microsoft office program suite for each contract employee in order to update documents when unable to access government computers.

20.C The Government will not provide Government vehicles to Contractor personnel.

21. GOVERNMENT MANAGEMENT OVERSIGHT

Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy and completeness.

22. OTHER TERMS AND CONDITIONS

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

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

22.C The Government will administer this task order contract in accordance with the Contractor's final Management Plan submitted in accordance with Paragraphs 1 and 4.A of the Performance Work Statement, and the Contractor's proposal submitted in response to this solicitation.

22.D While present on the installation and project site, the contractor's personnel will fall under the security protection and requirements of local US forces.

23. LOCALITY

23.A Somalia is a country located in eastern Horn of Africa surrounded by Djibouti to the north, Ethiopia and Kenya to the west, and the Indian Ocean to the east.

23.B Baledogle Military Airfield in Wanlawayn is approximately 100 kilometers Northwest from Modadishu.

23.C Somalia has a Köppen Climate Classification subtype for this climate is "Bsh". (Mid-Latitude Steppe and Desert Climate). The average temperature for the year in the area is 82.0°F (27.8°C). The warmest month, on average, is April with an average temperature of 85.0°F (29.4°C). The coolest month on average is July, with an average temperature of 80.0°F (26.7°C). The highest recorded temperature in the area is 108.0°F (42.2°C), which was recorded in March. The lowest recorded temperature is 64.0°F (17.8°C), which was recorded in April. The average amount of precipitation for the year in the area is 16.2" (411.5 mm). The month with the most precipitation on average is June with 3.1" (78.7 mm) of precipitation. The month with the least precipitation on average is January with an average of 0.0" (0 mm).

23.D Healthcare is limited in Somalia by poor facilities and lack of available equipment and supplies. When personnel in Somalia require specialty care, they must be medically evacuated to treatment facilities in Europe. Erdogan Hospital, also known as the Digfer Hospital and the Somalia-Turkey Training and Research Hospital, is a hospital in Mogadishu, Somalia, with 200 beds; however, this hospital does not meet appropriate standards of care for U.S. personnel.

24. IMMIGRATION AND VISA REQUIREMENTS

24.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 Somali immigration regulations to work in Somalia are satisfied.

24.B The Contractor bears sole responsibility to ensure that all required immunizations are obtained to comply with all Somali immigration regulations to work in Somalia. Health conditions must be identified and vetted through USAFRICOM; and if necessary, NAVFAC EURAFSWA may require a Medical Emergency Plan that outlines the

Contractor's Plan to care for its contractor personnel in the event there is a medical emergency.

24.C The Contractor bears sole responsibility to ensure that an Aircraft and Personnel Automated Clearance System (APACS) travel request is submitted 15 days prior to deployment and approved prior to travel. APACS is a web-based tool to create, submit, coordinate and approve aircraft diplomatic and personnel travel clearances (Special Area, Theater and Country) for DoD sponsored travel. Submitting an APACS is mandatory for processing DoD sponsored foreign travel in all Combatant Commands. Navigate to <https://apacs.dtic.mil> to create an account and submit a travel request.

24.D Upon arrival in country the Contractor shall take the following to the Baledogle Military Airfield Base Access Control Office (BACO): Copy of Contract, Copy of Passport, a letter from the supported command stating they are on contract, and a waiver letter from the company stating the U.S. Government is not responsible for the contracted employees.

24.E BACO will issue required correspondence authorizing entry to Baledogle Airfield.

25. HOUSING AND TRANSPORTATION

25.A The Government will provide all lodging and meals for the contracted Engineering Technician while they are in Somalia. The Engineering Technician 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.

25.B The contractor is responsible for ensuring its employee has all commuting costs and incidental costs for their personnel while they are in Somalia. Furthermore, the contractor is also responsible for all relocation related costs for their personnel. The Government will not provide transportation for the contracted personnel's commute to and from work.

26. GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVE

The Government Contracting Officer's Representative (COR) will provide general instructions to the Contractor POC in Paragraph 26 on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

The PM and COR is:

NAVFAC EURAFSWA, Expeditionary Business Line

LT Robert Delgado

PSC 817 Box 51

FPO, AE 09622-0051

Email: robert.delgado-nava@eu.navy.mil

Phone: Comm: +39-081-568-2886; DSN: 314-626-2886

The Local BMA Representative under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination is:

Combined Joint Task Force – Horn of Africa (CJTF-HOA), J-44

LT Rebecca Riley

PSC 831 Box 0032

FPO, AE 09363-0032

E-mail: Rebecca.i.riley5.mil@mail.mil

Phone: DSN 311-824-5229 / 4376

27. CONTRACTOR PROJECT OFFICER

The Contractor will provide the Government its Contractor Project Officer (CPO) a single point of contact that is the designated individual to receive direction from the Government. This individual will be responsible for directing the Contractor personnel. Should a Contractor Project Officer change anytime during the term of this task order contract, the contractor shall notify the Contracting Officer (KO) and the Contracting Officer's Representative (COR).

28. POST-AWARD KICK-OFF MEETING

The Government will coordinate a post-award Kick-off meeting soon after task order award to ensure that all parties understand the terms and conditions of this task order. The Contractor, Contracting Officer's Representative, 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	09/14/2019 - 03/13/2020
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The Period of Performance of the following Option items are as follows:

1001	03/14/2020 - 06/13/2020
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1002	06/14/2020 - 09/13/2020
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Section H - Special Contract Requirements

1.0 Navy Exchange and MWR privileges are granted to contractor employees who are U.S. citizens working full time on an installation. Privileges are not granted by this contract to any local national or third country national contractor employees.

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)

Engineering Technician (ET)

(Company Name)

Support Contractor for NAVFAC EURFSWA located at Baledogle, Somalia

2.1.3. Emails shall include the following:

(Name)

Engineering Technician (ET)

(Company Name)

Support Contractor for NAVFAC EURFSWA located at Baledogle, Somalia

2.1.4. Cubicles/workstation shall exhibit the following:

(Name)

Engineering Technician (ET)

(Contractor Name) / Contractor Support

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 252.232-7006 - WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)
 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. (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, the 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 conflict of 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 performing only by a self-employed individual).

(End of clause)

FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(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 an 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 (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 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 Contracting, 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. 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, 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, 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 process 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.state.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.

252.232-7006 Wide Area WorkFlow Payment Instructions.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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. Invoice” (stand-alone) and Receiving Report (stand-alone).

(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.

Invoice” (stand-alone) and Receiving Report (stand-alone).

(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.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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*

Pay Official DoDAAC N61240

Issue By DoDAAC N33191

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 N/A

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.

(g) *WAWF point of contact.*

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

The NAVFAC WAWF point of contact for this contract can be reached at NAVFACACQ_INV@eu.navy.mil. The

Contractor shall enter the email address identified herein the "send Additional Email Notification" field of WAWF

ONCE A Document is submitted in the system.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(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:

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

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

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

(End of clause)

Section J - List of Attachments

Attachment Number	File Name	Description
1	BMA QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).docx	QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) for CONTRACT PUBLIC WORKS SUPPORT SERVICES AT Baledogle Military Airfield, Somalia