

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

|                                                                                                                 |                                        |                                                                                                                |                                                    |                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. CONTRACT NO.<br>N00178-10-D-6237                                                                             | 2. DELIVERY ORDER NO.<br>N3319118F3001 | 3. EFFECTIVE DATE<br>2018 Sep 30                                                                               | 4. PURCH REQUEST NO.<br>5461010                    | 5. PRIORITY<br>Unrated                                                                                                                                    |
| 6. ISSUED BY<br>NAVFAC EUROPE<br>PSC 817 Box 51 FPO<br>FPO AE 09622-0051<br>Brian D Griffin/ACQ<br>314-626-1595 |                                        | 7. ADMINISTERED BY<br>NAVFAC EUROPE<br>PSC 817 Box 51 FPO<br>FPO AE 09622-0051                                 |                                                    | 8. DELIVERY FOB<br>DESTINATION<br>OTHER<br><i>(See Schedule if other)</i>                                                                                 |
| 9. CONTRACTOR<br>Planate Management Group LLC<br>3631 Ransom Place<br>Alexandria VA 22306                       |                                        | FACILITY                                                                                                       | 10. DELIVER TO FOB POINT BY (Date)<br>See Schedule | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |
| 14. SHIP TO<br>See Section D                                                                                    |                                        | 15. PAYMENT WILL BE MADE BY<br>COMMERCIAL BILL PAYING OFFICE-NAPLES<br>PSC 817 BOX 58 CODE CR3 FPO<br>AE 09622 |                                                    | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>                                                                        |

|                   |                |                                     |                                                                                                                                                                                                                                                                                                                  |
|-------------------|----------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16. TYPE OF ORDER | DELIVERY/ CALL | <input checked="" type="checkbox"/> | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.                                                                                                                                                                  |
|                   | PURCHASE       |                                     | Reference your _____ furnish the following on terms specified herein.<br>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |

|                                                                                                                          |                             |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Planate Management Group LLC                                                                                             | JMcGraw<br>Proposal Manager |
| NAME OF CONTRACTOR                                                                                                       | SIGNATURE                   |
| TYPED NAME AND TITLE                                                                                                     | DATE SIGNED (YYYYMMDD)      |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: |                             |

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
See Schedule

| 18. ITEM NO.                                                                                                                                                          | 19. SCHEDULE OF SUPPLIES/SERVICES | 20. QUANTITY ORDERED/ ACCEPTED * | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|----------|----------------|--------------------------------------------|
|                                                                                                                                                                       | See Schedule                      |                                  |          |                |                                            |
| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. |                                   |                                  |          |                | 24. UNITED STATES OF AMERICA               |
| BY: /s/Brian D Griffin                                                                                                                                                |                                   |                                  |          |                | 25. TOTAL                                  |
|                                                                                                                                                                       |                                   |                                  |          |                | 26. DIFFERENCES                            |
|                                                                                                                                                                       |                                   |                                  |          |                | 09/27/2018<br>CONTRACTING/ORDERING OFFICER |

27a. QUANTITY IN COLUMN 20 HAS BEEN

|           |          |                                                         |
|-----------|----------|---------------------------------------------------------|
| INSPECTED | RECEIVED | ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: |
|-----------|----------|---------------------------------------------------------|

|                                                               |                                              |                   |                                                                   |                                 |                     |
|---------------------------------------------------------------|----------------------------------------------|-------------------|-------------------------------------------------------------------|---------------------------------|---------------------|
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE          |                                              | c. DATE           | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |                                 |                     |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    |                                              | 28. SHIP NO.      | 29. D.O. VOUCHER NO.                                              | 30. INITIALS                    |                     |
|                                                               |                                              | PARTIAL           | 32. PAID BY                                                       | 33. AMOUNT VERIFIED CORRECT FOR |                     |
| f. TELEPHONE                                                  | g. E-MAIL ADDRESS                            |                   |                                                                   |                                 | 34. CHECK NUMBER    |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. |                                              | 31. PAYMENT       | 35. BILL OF LADING NO.                                            |                                 |                     |
|                                                               |                                              | COMPLETE          |                                                                   |                                 |                     |
| a. DATE                                                       | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER |                   |                                                                   |                                 |                     |
|                                                               |                                              | PARTIAL           |                                                                   |                                 |                     |
|                                                               |                                              | FULL              |                                                                   |                                 |                     |
| 37. RECEIVED AT                                               | 38. RECEIVED BY (Print)                      | 39. DATE RECEIVED | 40. TOTAL CON-TAINERS                                             | 41. S/R ACCOUNT NUMBER          | 42. S/R VOUCHER NO. |

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## GENERAL INFORMATION

Solicitation N33191-18-R-3002, provide engineering technician support services for NAVFAC EURAFSWA, Public Works Department Djibouti, located at Camp Lemonnier, Djibouti, Africa (CLDJ areas of responsibility).

The Government requests for proposals from Offerors who can obtain qualified and professional contractor personnel for this requirement by the beginning of each contract performance period.

Furthermore, the Government seeks Offerors who can provide excellent Management oversight of contractor personnel; and will provide the highest level of professionalism and leadership.

The Government intends to Evaluate Proposals and Award without Discussions. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. **Therefore, each initial offer should contain the best terms from a technical and price standpoint.** Offerors should read the solicitation in its entirety to ensure they understand this requirement. Proposal submission requirements are detailed in Sections L and M of this solicitation.

### **Amendment 0001:**

All Changes are reflected in Changes are in red font.

1. The number of option year changes from two (2) to four (4). As a result CLINS 8004 and 8005 were added. The total life of this contract will be one (1) base year plus four (4) option years.
2. All other terms and conditions remain unchanged.

### **Amendment 0002:**

1. The proposal due date is extended to Tuesday, 04 September 2018.
2. All other terms and conditions remain unchanged.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | PSC  | Supplies/Services                                                                                                                                                                                                                                                                                                               | Qty | Unit | Unit Price | Total Price |
|------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|-------------|
| 8001 | R499 | ENGINEERING SUPPORT: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Public Works Department, located at Camp Lemmonier, Djibouti Engineering Technician Support Services from 30 Sept 2018 - 29 Sept 2019. (O&MN,N)               |     |      |            |             |
| 8002 | R499 | ENGINEERING SUPPORT: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Public Works Department, located at Camp Lemmonier, Djibouti Engineering Technician Support Services from 30 Sept 2019 - 29 Sept 2020. (O&MN,N)<br><br>Option |     |      |            |             |
| 8003 | R499 | ENGINEERING SUPPORT: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Public Works Department, located at Camp Lemmonier, Djibouti Engineering Technician Support Services from 30 Sept 2020 - 29 Sept 2021. (O&MN,N)<br><br>Option |     |      |            |             |
| 8004 | R499 | ENGINEERING SUPPORT: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Public Works Department, located at Camp Lemmonier, Djibouti Engineering Technician Support Services from 30 Sept 2021 - 29 Sept 2022. (O&MN,N)<br><br>Option |     |      |            |             |
| 8005 | R499 | ENGINEERING SUPPORT: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Public Works Department, located at Camp Lemmonier, Djibouti Engineering Technician Support Services from 30 Sept 2022 - 29 Sept 2023. (O&MN,N)<br><br>Option |     |      |            |             |

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS) FOR

### ENGINEERING TECHNICIANS FOR PWD

### CAMP LEMONNIER, DJIBOUTI

#### 1. SCOPE

Under this task order, the Contractor will independently provide services as set forth in the remainder of this document in support of the overall operational objectives of Naval Facilities Engineering Command Europe, Africa, and Southwest Asia (NAVFAC EURAFSWA). This contract/task order requirement is to provide assistance in construction, maintenance, and facilities services support for the Public Works Department currently located at Camp Lemonnier, Djibouti . The primary duties are to provide construction management quality assurance service for construction contracts primarily located at, but limited to, Camp Lemonnier, Djibouti , a US Navy location, and are delineated as follows:

A. One (1) Engineering Technician support services for the NAVFAC EURAFSWA Public Works Detachment at Camp Lemonnier, Djibouti 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.

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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 Public Works Department currently located at the Camp Lemonnier, Djibouti .

## **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

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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).

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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 Public Works 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 (Project Management and Engineering Branch Head/Supervisory Contract Specialist) 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:

Construction Manager (CM)

Design Manager (DM)

Contracting Officer (KO)

FEAD Contract Specialist (CS)

FEAD Director (FEAD)

Project Management Engineering Branch Head (PMEBH)

Contracting Officer's Representative (COR)

Engineering Technician (ET)

Assistant Public Works Officer (APWO)

Summary Reports:

| Deliverable                                                                                          | Reference | When due                                       | # copies | Submit to                    |
|------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------|----------|------------------------------|
| Contractor Project Officer                                                                           | 26        | Two working days following award               | 1        | KO                           |
| Management Plan                                                                                      | 1         | Five working days following award              | 1        | KO                           |
| Resumes of personnel who meet or exceed qualifications to include references from previous employers | 1, 3 & 5  | Three working days following award             | 1        | KO, COR                      |
| Project Status Report                                                                                | 4         | By the 1st of the month for the previous month | 1        | FEAD,<br>PMEBH,<br>COR, APWO |
| Summary of Service Provider Actions                                                                  | 4         | Last working day of each month                 | 1        | KO                           |

4.A. Engineering Technician:

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

| Deliverable                               | Reference                          | When due                        | # copies | Submit to |
|-------------------------------------------|------------------------------------|---------------------------------|----------|-----------|
| Daily Quality Assurance Report            | 3.A.5                              | First workday of following week | 1        | CM        |
| Constructability Review Comments          | 3.A.4                              | As required by mission          | 1        | DM        |
| Safety Inspection Report                  | 3.A.8                              | As required by mission          | 1        | CM        |
| Construction Inspection Report/Punch list | 3.A.8<br>3.A.10<br>3.A.12          | As required by mission          | 1        | CM        |
| Submittal Reviews                         | 3.A.3<br>3.A.7<br>3.A.13<br>3.A.14 | As required by mission          | 1        | CM        |
| Statements of Work and cost estimates     | 3.A.9                              | As required by mission          | 1        | KO        |
| Task orders updates/change requests       | 3.A.9                              | As required by mission          | 1        | APWO/KO   |
| Project Status Report                     | 4                                  | Tuesday each week               | 1        | CM, DM    |

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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 requirements and have the following licenses and/or certifications:

### **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.

5.A.2 Extensive experience, ability and understanding of facility construction concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental projects.

5.A.3 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.4 Thorough knowledge of construction practices and methods and construction management skills as demonstrated through relevant construction and/or construction management experience.

5.A.5 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel. Additional languages Hindi and Arabic desired.

5.A.6 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.7 Have training and knowledge of Primavera scheduling software and/or other construction scheduling software packages is desired.

5.A.8 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

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performing the tasks outlined in the PWS.

5.A.9 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.10 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.11 Must successfully pass required security background investigation.

## **6. PERIOD OF PERFORMANCE**

The period of performance onsite in the locations specified in Paragraph 1 is one calendar year 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 **four (4) option** periods, which may be unilaterally exercised by the Government. The option periods shall not exceed one (1) year in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise 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 Government facilities onboard Camp Lemonnier, Djibouti 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 Asset Management Branch Head (AMBH) or Facilities Management Director (FMD) and the COR. 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 at CLDJ are Monday thru Friday 0700-1730 and Saturday 0900-1300. 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.

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Additionally, Republic of Djibouti national holidays in 8.C.2 are listed for reference. Contract personnel are expected to provide services during Republic of Djibouti holidays, but need to be prepared to make allowances for impacts that these dates may have on the ability to successfully complete necessary services. 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

8.C.2 Djibouti official holidays (**It is the Contractor's responsibility to confirm the exact dates celebrated in each calendar year**):

Eid Al Fitr

Eid Al Adha

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Al Hijrah (Islamic New Year),

Ashoura, Djibouti National Days (Day 1)

Djibouti National Days (Day 2)

New Year's Day, Mouloud (Prophet's Birthday)

Labour 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, but due to the sensitive nature of several facilities, the Contractor assigned personnel must have and maintain "Secret" clearance prior to beginning work. 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.

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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.

A Security clearance up to the level of Secret (e.g. NACLC/ANACI/Tier 3/Tier 3R) must be completed for

Engineering Technician support at Camp Lemonnier, Djibouti, Africa (Paragraph 1A of the PWS). 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

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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 Djibouti. 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 contract is required to attend conference, cost will be paid by government for attendance.

12.D The contractor is required to provide a fully trained and 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.

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## **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 authorized Government personnel or upon written approval of the Contracting Officer. The

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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**

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

20.B The Government 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 CLDJ. 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.

### **1. 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

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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.

## **23. LOCALITY**

23.A Djibouti is a relatively small country located in eastern Africa surrounded by Eritrea to the north, Ethiopia to the west, Somalia to the south, and the Gulf of Aden to the east.

23.B The camp shares the Djibouti-Ambouli International Airport runway and it encompasses approximately 630 acres south of the airport.

23.C Djibouti has a Koppen climate classification of "BWh". "B" represents dry climate/desert, "W" represents dry (arid and semiarid) climates with annual precipitation of less than 9.8 inches, and "h" represents dry and hot with annual average temperatures above 64.4 degrees Fahrenheit (F). Rainfall is sparse and unpredictable, and there is very little vegetation. Humidity in Djibouti can range from 43 percent in July to 74 percent in April. Average temperatures can reach up to 120 degrees Fahrenheit in July and August with a maximum heat index that can reach upwards to 170 degrees Fahrenheit.

23.D Healthcare is limited in Djibouti by poor facilities and lack of available equipment and supplies. When personnel on CLDJ require specialty care, they must be medically evacuated to treatment facilities in Europe. Peltier General Hospital is the largest hospital in Djibouti, with 610 beds; however, this hospital does not meet

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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 Djibouti immigration regulations to work in Djibouti are satisfied.

24.B The Contractor bears sole responsibility to ensure that all required immunizations are obtained to comply with all Djibouti immigration regulations to work in Djibouti. 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 30 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 Camp Lemonnier 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 Camp Lemonnier is not responsible for the contracted employees.

24.E BACO will issue required correspondence authorizing entry to Camp Lemonnier.

## **25. HOUSING AND TRANSPORTATION**

The contractor is responsible for ensuring its employee has all lodging, meals, commuting costs, and incidental costs for their personnel while they are at Camp Lemonnier, Djibouti. 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. Furthermore, the contractor is also responsible for all relocation related costs for their personnel. The Government will not provide housing (on or off base), meals or transportation for personnel's commute to and from work.

## **26. GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVE**

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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 COR is:

LT Mike Guaigua or designated successor

Phone: +253-77-271-202

E-Mail: [mike.v.guaigua.mil@navy.mil](mailto:mike.v.guaigua.mil@navy.mil)

## **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.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8001 9/30/2018 - 9/29/2019

### CLIN - DELIVERIES OR PERFORMANCE

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

8001 9/30/2018 - 9/29/2019

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

8002 9/30/2019 - 9/29/2020

8003 9/30/2020 - 9/29/2021

8004 9/30/2021 - 9/29/2022

8005 9/30/2022 - 9/29/2023

Services to be performed hereunder will be provided at Camp Lemonnier Djibouti.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

(1) Contract administering office for this task order is NAVFAC EURAFSWA, Naples, Italy. Government points of contact shall be provided upon contract award.

(2) The Government intends to use Wide Area Work Flow (WAWF) for invoice processing. WAWF invoice procedures shall be provided upon contract award.

(3) Public Works Department (PWD) located in Devesu, Romania, Contracting Officer's Representative (COR) for this award is:

LT Mike Guaigua or designated successor

Phone: +253-77-271-202

E-Mail: [mike.v.guaigua.mil@navy.mil](mailto:mike.v.guaigua.mil@navy.mil)

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

**1.0 Logistical Support will be provided to the service provider in the form of access to the Navy Exchange.**

### **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 PWD Camp Lemonnier, Djibouti

#### **2.1.3. Emails shall include the following:**

(Name)

Engineering Technician (ET)

(Company Name)

Support Contractor for PWD Camp Lemonnier, Djibouti

#### **2.1.4. Cubicles/workstation shall exhibit the following:**

(Name)

Engineering Technician (ET)

(Contractor Name) / Contractor Support

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

NAVFAC EURAFSWA

(Company Name)

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Support Contractor

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## 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 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)  
 FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
 FAR 52.228-3 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT). (APR 1984)  
 FAR 52.228-4 - WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (apr 1984)  
 FAR 52.229-6 - TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)  
 FAR 52.237-1 - SITE VISIT (APR 1984)  
 FAR 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)  
 FAR 52.246-4 - INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)  
 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)  
 DFARS 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)  
 DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (apr 1992)  
 DFARS 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)  
 DFARS 252.229-7001 - TAX RELIEF (JUN 1997)  
 DFARS 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)  
 DFARS 252.233-7001 - CHOICE OF LAW (OVERSEAS) (JUNE 1997)  
 DFARS 252.232-7006 - wide area work flow payment instructions (may 2013)

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.

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(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

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

(1) An employee of the contractor; or

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

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

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

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

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

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

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

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(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 memberships, 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—

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(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 interests 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).

(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 Contractor 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

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(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 actions 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—

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(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 performance 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 52.222-50 Alt I COMBATING TRAFFICKING IN PERSONS (AUG 2007)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

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“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

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

“Severe forms of trafficking in persons” means—

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

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

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

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

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

- (1) Notify its employees of—
  - (i)
    - (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
    - (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title: Department of Defense Instruction 2200.01, dated September 15, 2010, entitled ‘Combating Trafficking in Persons.’

Document may be obtained from: <http://www.dtic.mil/whs/directives/corres/pdf/220001p.pdf>

Applies to Performance located at: Camp Lemmonier, Djibouti and other areas of responsibilities in support of THE PUBLIC WORKS DEPARTMENT, NAVFAC EURAFSWA.

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

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

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

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

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pursuant to this clause.

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

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

(End of clause)

FAR 52.228-3 – Workers Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):

FAR <http://www.acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>

DFARS <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> or <http://farsite.hill.af.mil/vdfara.htm>

(End of clause)

252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-00006)

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.

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CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-00006) (FEB 2016)

*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. 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-

The entire continent of Africa, excluding Egypt;

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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

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.

*General.*

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

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.

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

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.

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.

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).

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

*Support.*

(l)(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;

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(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.

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.

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.

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.

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

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.

*Compliance with laws and regulations.*

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-

United States, host country, and third country national laws;

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

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.

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.

The Contractor shall ensure that all contractor personnel are aware

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

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

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).

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

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).

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:

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

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.

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

The appropriate investigative authorities to which suspected crimes shall be reported include the following-

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

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

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

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

To any command of any supported military element or the command of any base.

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](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

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

Hold their own identity or immigration documents, such as passport or driver's license;

Receive agreed upon wages on time;

Take lunch and work-breaks;

Elect to terminate employment at any time;

Identify grievances without fear of reprisal;

Have a copy of their employment contract in a language they understand;

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

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(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

*Preliminary personnel requirements.*

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):

All required security and background checks are complete and

acceptable.

All such personnel deploying in support of an applicable operation

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 Have received all required immunizations as specified in the contract.

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.

All other immunizations shall be obtained prior to arrival at the deployment center. 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. All deploying personnel have received personal security training. At a minimum, the training shall-

(A) Cover safety and security issues facing employees overseas;

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- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 300.23, Isolated Personnel Training for DoD Civilian and Contractors.

Personnel have received law of war training as follows:

Basic training is required for all such personnel. The basic training will be provided through-

- (J) 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.

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

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.);

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;

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));

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);

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

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assistance.

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

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

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;

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

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.

*Personnel data.* The Contractor shall-

Use the SPOT web-based system, or its successor, to account for-

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

All United States citizens and third-country nationals who are contractor personnel, when the personnel will be performing for 30 days or longer in the USAFRICOM area of responsibility under a contract valued at or above \$150,000 annually; 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.

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

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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.acg.osd.mil/log/PS/ctrmgt\\_accountability.html](http://www.acg.osd.mil/log/PS/ctrmgt_accountability.html).

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.

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](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

*Contractor personnel.*

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).

*Military clothing and protective equipment.*

Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint

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force commanders. If authorized to wear military clothing, contractor personnel must-

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.

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.

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

*Weapons.*

If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual selfdefense, 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.

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

The Contractor shall ensure that its personnel who are authorized to carry weapons-

Are adequately trained to carry and use them-

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;

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

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

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

Understand that the inappropriate use of force could subject them to

U.S. or host-nation prosecution and civil liability.

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.

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.

*Evacuation.*

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.

*Next of kin notification and personnel recovery.*

The Contractor shall be responsible for notification of the employee designated next of kin in the event an

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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 B00.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

*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.

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

(End of clause)

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

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

(End of clause)

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

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

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(End of clause)

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

- (a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(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)

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## SECTION J LIST OF ATTACHMENTS