

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE 1	OF 1	PAGES 2
2. AMENDMENT/MODIFICATION NUMBER P00004	3. EFFECTIVE DATE 04/21/2021	4. REQUISITION/PURCHASE REQUISITION NUMBER N3319119R3004		5. PROJECT NUMBER (If applicable) N/A			
6. ISSUED BY NAVFACSYS COM EUROPE PSC 817 Box 51 FPO FPO, AE 09622-0051		CODE N33191	7. ADMINISTERED BY (If other than Item 6)		CODE	SCD	C
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MICHAEL-BRUNO, LLC 235 McGowan Road Ilion, New York 13357-4403			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER			
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)			
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-10-D-6174/N3319119F3002			
				10B. DATED (SEE ITEM 13) 04/03/2019			
CODE 3X0Z4	FACILITY CODE 131051604						

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 13D

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alex Wingert , Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/Alex Wingert (Signature of Contracting Officer)	16C. DATE SIGNED 04/22/2021

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**

Prescribed by GSA FAR (48 CFR) 53.243

# General Information

The purpose of this modification is to Exercise Option Year 2, CLIN 8003 for One (1) Construction Management (CM) and One (1) Engineering Technician support services for the PWD Rota located at Rota, Spain and surrounding areas. As a result of this modification to exercise Option Year 2, the performance period of this task order will be extended from 3 May 2021 to 3 May 2022 for a period of 12 Months

Accordingly, subject Task Order is modified as follows:

Exercised CLIN 8003 (1 CM and 1 ET) = \$

MOD REASON CODE: OPTN

All other terms and conditions of this task order remain unchanged.

A conformed copy of this Task Order is attached to this modification for informational purposes only.



# Section B - Supplies and Services

## CLIN - SUPPLIES OR SERVICES

### FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services. (O&MN,N)	12.00	Months		
800101	R499	MIPR N0002519WRPOS3G (O&MN,N)				
800102	R499	MIPR N0006119RC005Y3 (O&MN,N)				
8002	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services. (O&MN,N)	12.00	Months		
8003	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services. (O&MN,N)	12.00	Months		
8004	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services. (O&MN,N) Option	12.00	Months		

### Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R499	Travel and Training (O&MN,N)	1.00	Each	\$15,000.00
9002	R499	Travel and Training (O&MN,N)	1.00	Each	\$15,000.00
9003	R499	Travel and Training (O&MN,N) Option	1.00	Each	\$15,000.00

<b>Item</b>	<b>PSC</b>	<b>Supplies/Services</b>	<b>Qty</b>	<b>Unit</b>	<b>Est. Cost</b>
9004	R499	Travel and Training (O&MN,N) Option	1.00	Each	\$15,000.00

# Section C - Description/Specifications/Statement of Work

## PERFORMANCE WORK STATEMENT (PWS)

### FOR

## FACILITIES ENGINEERING SUPPORT SERVICES

### FOR NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC) EUROPE, AFRICA, AND SOUTHWEST ASIA (EURAFSWA), ROTA SPAIN

#### 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).

The following positions are required;

ROTA, SPAIN;

A. One (1) Construction Management (CM) support services for the Public Works Department (PWD) Rota located at Rota, Spain and surrounding areas.

B. One (1) Engineering Technician support services for the PWD Rota located at Rota, Spain and surrounding areas.

The contractor shall provide oversight and administration of all contractor personnel and shall direct the efforts in response to specific task orders, work requirements and administrative support needs of the respective divisions as defined in this PWS. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. Contractor personnel will perform independent of and without the supervision of any Government official. In accordance with the Office of the Secretary of Defense Memo dated 2 March 07, subject: Contract for Services, the outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts. The contractor shall submit 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.

The contractor shall not make decisions or judgments with respect to the adequacy of a contractor's compliance and performance since those decisions will be made by Government personnel. Additionally, Government personnel will make the final decisions with respect to the development of PWS, work scope, and cost estimates.

Actions of contractor personnel may not be interpreted or implemented in any manner that results in any contractor personnel creating or modifying Federal policy, obligating the appropriated funds of the 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 Federal Acquisition Regulation (FAR) Parts 7.5 and 37.1. The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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

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

The contractor(s) performing work under this PWS shall provide personnel with experience, qualifications, certifications, licenses, physical abilities and other requirements in this PWS to meet performance period, location, and security requirements as defined. Within three working days following award, the contractor must submit documentation verifying that each employee assigned to perform work meets or exceeds the qualification requirements stated herein for Government acceptance. This submission of qualifications requirement remains for any subsequent employees. If, during the performance of services, any contractor employee cannot continue to meet the requirements for any reason, the contractor shall ensure that there is no gap in services longer than fourteen (14) calendar days per occasion or twenty-one (21) cumulative calendar days for each performance period. However, the Government reserves the right to prorate payment for such services not performed. 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 such cases, the contractor Point of Contact (POC) stated in Paragraph 26 shall coordinate absences or leave with the Government Contracting Officer's Representative (COR) stated in Paragraph 25 and the Administrative Contract Specialist as early as possible.

## **2. ORGANIZATION**

### 3. TASKS/SERVICES

#### 3.A Construction Management (CM)/ Projects Support for PWD Rota:

The contractor's role is to assist NAVFAC with the enforcement of construction contract provisions. Managing the project budget, schedule, quality, and scope. The CM is responsible for managing the planning, design (in the case of design build projects), construction and post construction phases, or portions thereof. The CM represents the interests of the project and of NAVFAC in its dealings with other construction professionals, and with other private and public entities. The CM contractor has the authority to stop any portion of the construction contractors' work that poses an imminent danger to personnel, equipment, or property.

The basis of personnel for CM support for PWD Rota is estimated at **one (1)** full-time equivalent per 12 months level of effort. This estimate 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 less than 40 work hours per week, unless there is an official United States holiday listed in 8A during the week. As support is not normally required during official holidays, the minimum level of support is reduced by 8 hours for each holiday.

At a minimum, the services provided will comply with the following references (incorporated by reference):

NAVFAC Business Management System (BMS)

Unified Facilities Criteria/Guide Specifications

Engineering and Construction Bulletin 2008-02

Engineering and Construction Bulletin 2008-03

EM-385-1-1

The CM services required include but are not limited to:

- 1.
- 2.
3.
  - **3.A**
    - 3.A.1 Review, monitor and/or recommend approval of the construction contractor's Quality Control Plan.



- 3.A.2 Review and recommend approval of the construction contractor's safety/accident prevention plans.
- 3.A.3 Ensure contractor compliance with safety requirements.
- 3.A.4 Review project plans and specifications for technical soundness and determine practicability from a construction management standpoint.
- 3.A.5 Make visits to project sites to obtain information on facility/site conditions and develop recommendations during project development.
- 3.A.6 Schedule and conduct post-award kickoff meetings and pre-construction conferences.
- 3.A.7 Review and monitor project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.
- 3.A.8 Analyze construction schedule submittals by construction contractors for appropriate logic and compliance with contract terms.
- 3.A.9 Assist in problem resolution and handling of disputed issues including development of Government negotiating position for changes to the contract.
- 3.A.10 Administer technical aspects of construction contract modifications (prepare cost estimates, review cost proposals, assist contract specialist or contracting officer in negotiations, prepare modification packages for processing by contracting officer).
- 3.A.11 Schedule, conduct, and document regular progress meetings and other construction related project meetings with all interested parties to review project status, discuss problems, and resolve issues.
- 3.A.12 Monitor the design and construction clarification process and, when appropriate, remind the designer and other parties involved of the need for timely actions.

- 3.A.13 Participate in all "Partnering" activities during construction (workshops, meetings, etc.) as required.
- 3.A.14 Provide technical assistance in answering requests for information from construction contractors.
- 3.A.15 Coordinate construction operations between contractors, station personnel, and other Government agencies.
- 3.A.16 Monitor ongoing construction to check contractor progress and verify compliance with plans and specifications.
- 3.A.17 Resolve problems not involving changes to contract value or duration and recommend solutions to the Government construction manager for problems that may result in a change of contract value or duration.
- 3.A.18 Review construction contractor invoices for accurate reporting on percentage of work complete.
- 3.A.19 Ensure construction contractor maintains and regularly updates as-built drawings and that a complete set of as-built drawings is turned over at the close of the contract.
- 3.A.20 Participate in final acceptance and testing of major building systems including but not limited to fire protection certification, elevator certifications, ensuring contractor compliance in the areas of Testing and Balancing, Duct Air Leakage Testing, Digital Control Systems for Heating, Ventilation, and Air Conditioning (HVAC) systems.
- 3.A.21 Ensure the contractor provides a complete set of Operation and Maintenance Support Information (OMSI) Manuals and conducts any user training for equipment installed on the project as required by the construction contract.
- 3.A.22 Coordinate the closeout process including punch list preparation and completion, testing and startup of major systems, training, final acceptance, contractor evaluation and final payment

- 3.A.23 Review Project Manager and Design Manager prepared project PWS and Independent Government Estimates for accuracy and constructability before finalization of government solicitations and requests for proposal.
- 3.A.24 Maintain proper construction contract document files according to NAVFAC standards.
- 3.A.25 Regularly review Quality Assurance reports from engineering technicians and ensure daily reports are filed in the contract file.
- 3.A.26 Use and prepare standard template documents for correspondence to construction contractors for deviations from contract schedule or quality.
- 3.A.27 Prepare bi-weekly project status reports using NAVFAC enterprise contract management systems.

### **3.B. Engineering Technician (ET): Projects Support for PWD Rota:**

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.

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.

BMS

Unified Facilities Criteria/Guide Specifications

NAVFAC P-307 (Management of Weight Handling equipment)

Engineering and Construction Bulletin 2008-02

Engineering and Construction Bulletin 2008-03

EM-385-1-1

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

ET services required include, but are not limited to:

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

3.B.4 Review and comment on constructability reviews

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

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

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

3.B.9 Identify issues that may result in changes to contract value or duration to the Government construction

manager and Contract Specialist. Provide potential corrective scopes and cost estimates for modification(s).

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

3.B.11 Assist with scheduling required outages to avoid work stoppages for contactor, Clients and Public Works operations.

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

#### 4. DELIVERABLES

As assigned by the COR (CI Core Design PLC or Supervisory General Engineer) the requirements above shall be performed on time, accurately, and completely. Service providers will submit a weekly project status report for any assigned project to the COR and attend any project status meetings. Contractor will provide a monthly report to Public Works Business Line summarizing service provider actions for each month.

##### ■ 4.A. Construction Management (CM) support for PWD Rota:

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

Deliverable	Reference	When due	# copies	Submit to
Constructability Review Comments	3.A.4	As required by mission	1	DM

Cost estimate information/evaluation	3.A.10	As required by mission	1	CS
	3.A.11			
	3.A.23			
Invoice Review	3.A.18	Last working day of each month	1	CS
Submittal Reviews	3.A.4	As required by mission	1	SGE/CS/ ET
	3.A.7			
	3.A.8			
	3.A.20			
	3.A.21			
	3.A.22			
	3.A.23			

#### 4.B. Engineering Technician (ET) support for PW Rota:

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.B.7	First workday of following week	1	CM
Constructability Review Comments	3.B.4	As required by mission	1	DM
Safety Inspection Report	3.B.8	As required by mission	1	CM
Construction Inspection Report/Punch list	3.B.12	As required by mission	1	CM
	3.A.10			
	3.A.12			
Submittal Reviews	3.B.3	As required by mission	1	CM
	3.B.7			
	3.B.13			
	3.B.14			
Statements of Work and cost estimates	3.B.9	As required by mission	1	KO

Task orders updates/change requests	3.B.9	As required by mission	1	APWO/ KO
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## 5. CERTIFICATIONS, LICENSES, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED

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

- 5.A Construction Management (CM) support for PWD Rota:
  - 5.A.1 Extensive technical and practical knowledge and experience (at least 5 years) as a Construction Manager, Project Manager, Project Controls Manager, or Contracting Officer's Technical Representative on Department of Navy (DoN) or other Department of Defense (DoD) Construction Projects, or Host Nation similar programs.
  - 5.A.2 Construction Managers shall possess at least a Bachelor of Science (BS) degree in engineering, or construction management. Only BS degrees from an accredited college or university recognized by the U.S. Department of Education, or Grado/Master en Ingenieria from a university recognized by the Spanish local national Ministry of Education, are acceptable to meet the education requirements. Bachelor of Arts degrees do not qualify. Licensed/Certified Engineers In Training Engineers or those Engineers who have passed the Fundamentals in Engineering exam in the US are exempt from education requirements. Registered architects in the US are exempt from education requirements. Registered/licensed Professional Foreign Engineers/Architects are exempt from education requirements.
  - 5.A.3 Registration or Certification as a professional engineer, registered architect, certified construction manager, Project Management Professional, or certified facility manager is desirable but not required. Local national engineers shall be a registered professional ("colegiado") engineer with an active registration.
  - 5.A.4 Current certification of successful completion of the US Army Corps of Engineers (USACE) Construction Quality Management for Contractors course.
  - 5.A.5 Knowledge of the three-phases of control and Construction Quality Management process is required.
  - 5.A.6 Sound understanding of construction concepts, principles and practices applicable to multi-disciplined engineering projects and the design, layout, and supervision of construction operation.

- 5.A.7 Ability to review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.
- 5.A.8 Thorough knowledge of construction practices and methods and construction management skills.
- 5.A.9 Ability to read, write, and speak fluent English (Common European Framework of Reference for Languages (CEFR) C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to Government personnel.
- 5.A.10 Ability to read, write, and speak fluent Host Nation (CEFR C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to Government personnel.
- 5.A.11 Ability to monitor construction projects to a successful and timely completion with respect to schedule and budget.
- 5.A.12 Knowledge of Primavera scheduling software and/or other construction scheduling software packages including logic networking, critical path scheduling, and cost loaded schedules.
- 5.A.13 Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment will be required on this contract.
- 5.A.14 Knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 Code of Federal Regulations.
- 5.A.15 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.16 Must successfully pass required security background investigations.
- 5.A.17 Evidence of successful work performance from previous employers. Resume of proposed candidate



shall include names, titles, and contact information of previous employers. The Government reserves the right to contact previous employers to assess proposed candidates capability of successfully performing work for this requirement.

5.A.17 The proposed candidate must demonstrate experience of the tasks, duties, and qualifications described in Paragraphs 3.A.1 thru 3.A.27 and 5.A.1 thru 5.A.17 of the PWS.

5.A.18 The Government will provide final approval of qualified candidates following task order award. The Government reserves the right to reject any resume that does not meet the standards described in the PWS.

5.A.19 The Government reserves the right, during the life of this contract, to request work histories on any contractor employee for the purposes of verifying compliance with the minimum requirements of this PWS. In the event that the Government finds contractor employees to be incompetent or objectionable, the contractor will provide new personnel who meet the qualification requirements cited herein. The contractor shall nominate qualified personnel within 15 calendar days after notification. Should a replacement of personnel become necessary, the replacement must be approved by the Government.

■ **5.B Engineering Technician:**

5.B.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 DoN or other DoD Construction Projects.

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

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

5.B.5 Ability to read, write, and speak fluent English (CEFR C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to Government personnel.

5.B.6 Ability to read, write, and speak fluent Host Nation (CEFR C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to Government personnel.

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

5.B.8 Have training and knowledge of Primavera scheduling software and/or other construction scheduling software packages is desired.

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

5.B.10 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.B.11 Record of completion of the full 40-hour EM 385-1-1 Construction Safety Course (NAVFAC or USACE). The eight-hour online course is not an acceptable alternative.

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

5.B.13 Have experience in ESPC type projects such as photovoltaic systems, cogeneration systems, EMCS retrofits, low flow water fixture upgrades, high efficiency boiler and HVAC system upgrades, etc..

5.B.14 The proposed candidate must demonstrate experience of the tasks, duties, and qualifications described in Paragraphs 3.B.1 thru 3.B.14 and 5.B.1 thru 5.B.13 of the PWS.

5.B.15 The Government will provide final approval of qualified candidates following task order award. The Government reserves the right to reject any resume that does not meet the standards described in the PWS.

5.B.16 The Government reserves the right, during the life of this contract, to request work histories on any contractor

employee for the purposes of verifying compliance with the minimum requirements of this PWS. In the event that the Government finds contractor employees to be incompetent or objectionable, the contractor will provide new personnel who meet the qualification requirements cited herein. The contractor shall nominate qualified personnel within 15 calendar days after notification. Should a replacement of personnel become necessary, the replacement must be approved by the Government.

## **6. PERIOD OF PERFORMANCE**

6.A The period of performance onsite at NAVSTA Rota, Rota, Spain is one calendar year from effective date of contract, as stated in block 3 of the award document (DD-1155), referred to as the base period. Personnel supporting this contract must be in place and ready to perform work within the first day of each performance period stated in “Section F – Deliverables or Performance.

6.B This task order includes three (3) 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. A negotiated economic adjustment factor for option periods will be considered.

## **7. PLACE OF PERFORMANCE**

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

## **8. OPERATIONAL HOURS**

The contract will be based on a forty (40) hour work week during normal operating hours. Services delineated in this contract are expected to be performed by contractor personnel during normal Government work days, unless there is an official United States holiday listed below during the week. As support is not normally required during official holidays, the required level of support is reduced by eight (8) hours for each holiday. As a result, contractor personnel are not expected to provide support during United States official holidays. While the contractor can provide leave to their personnel, this expense should be burdened in their rate. Contractors are only to bill for hours provided under this contract.

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

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

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

**Spanish Holidays**

- Epifanía del Señor
- Viernes Santo
- Lunes de Pascua Florida
- Fiesta del Trabajo
- Lunes de Pascua Granada
- San Juan
- Asunción de la Virgen
- Diada Nacional de Cataluña
- Día de la Merced
- Fiesta Nacional de España
- Día de Todos los Santos
- Día de la Constitución
- Inmaculada Concepción
- Navidad
- San Esteban

**9. OVERTIME**

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

**10. SECURITY REGULATIONS AND REQUIREMENTS**

10.A The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order.

10.B. In accordance with U.S.-Spain Status of Freedom Agreement, a DoD contractor is a Technical Representative (TR). In order to work in Spain, contractor personnel must comply with Status of Forces Agreement and register in the DoD Contractor Personnel Office (DOCPER). Website: <https://wr.acpol.army.mil/dcops-user/>. This process takes time therefore all Offerors must review and understand this process. The contractor bears sole responsibility to ensure that all necessary paperwork, fees, and sponsorship requirements necessary to complete this task. Furthermore, NAVFAC EURAFSWA will not concur to computer access forms until this task is complete.

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

10.D Within three (3) days after award, the contractor shall provide a list identifying the contractor staff including: FIRST NAME, LAST NAME, MIDDLE INITIAL, NICKNAME, COUNTRY OF CITIZENSHIP, and JOB TITLE. This information will be used for obtaining and issuing Common Access Cards (CAC). CAC Card will be issued by NAVSTA Rota and contractor will check-in at NAVFAC EURAFSWA, Rota, Spain for preliminary training and administrative matters.

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

10.F Non-U.S. citizens or third-country national personnel **ARE REQUIRED** to undergo background security checks, subject to host nation or contractor's country security requirements for access to computer network based project files and emails. NO EXCEPTIONS currently allowed. The Government agency or firm to perform the background security check will depend on the contractor's country of residence.

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

10.H No drug use at any time on or off base will be tolerated. Violation of this policy may result in immediate

removal of personnel from the installation and/or termination of this contract.

10.I 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 to account for personnel and their families during widespread natural or manmade disasters). There is no cost to the contractor for such training. The contractor accepts that this is for the contractor employees' preventive safety and security measures only and the information contained therein will not be disclosed unless in emergency purposes

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

11.A ODCs are defined as reimbursable expenses to cover travel, training, equipment or materials to perform the duties. All ODCs must be pre-approved expenses prior to commencement. The contractor will track usage of the ODCs allotments in the contract to ensure no over expenditure. If additional funds are necessary, a modification will be required.

*Funds in the amount of \$15,000 have been reserved for this effort. A separate CLIN will be set up on the contract for this cost. At the completion of the performance period a deductive*

*modification will be made to the contract for removal of any additional funds which were not used for rate reimbursement of travel/training costs.*

11.B Local travel may be required. The contractor service provider may be required to travel to other local locations in support of the tasks described in this Performance Work Statement. For the purposes of this PWS, local travel is defined to be travel within Lazio regions of Spain. (as applicable to each service in 1.A and 1.B). The cost and means of local travel is the responsibility of the contractor. The Government is not required to provide transportation to any contractor employee.

11.C Temporary duty (TDY) travel may be required. The contractor may be required to travel to other locations in support of the tasks described in this statement of work. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the COR that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. If travel is required outside the local area, it will be agreed upon prior to the travel and will. Limited travel is anticipated and the number of trips is undetermined. Contractor expense reports shall be prepared and processed in accordance with the Joint Travel Regulation. For additional information on local travel requirements see Paragraph 15.

11.D The contractor is required to provide a fully trained architect and electrical engineer in their career field.

Training can be provided at the Government expense that is particular to the Government or Navy requirements. Training will need to be approved prior to commencement by the COR.

11.E Equipment or materials will be reimbursed based upon receipts. Equipment or material costs will need to be approved prior to purchase or rental by the workload manager.

## **12. TASK TYPE**

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

## **13. NON-PERSONAL SERVICE STATEMENT**

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. Contractor employees will perform independent of and without the supervision of any Government official. The contractor shall submit an oversight plan that outlines how service providers on the contract will be managed in order to perform the requirements of the contract. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the 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 FAR Parts 7.5 and 37.1. The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

## **14. ADMINISTRATIVE CONSIDERATIONS**

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

- Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Administrative Contracting Officer's designated point of contact.

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

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

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

15.2 The Government will provide safety vests and hard hats. All other Personal Protective and Safety Equipment shall be provided by the contractor. The Government will provide furnished working space, desktop computer(s), software, and typical office supplies for contractor labor support located onsite at NAVSTA Rota, Spain.

## **16. CONTRACTOR INTERFACE**

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

## **17. DISCLOSURE OF INFORMATION**

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

## **18. ACCESS TO PROPRIETARY DATA**

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the



contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides greater rights to the contractor.

## **19. QUALITY ASSURANCE**

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

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

20.A The Government shall provide introductions to contractor personnel of 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, DoD, DoN, or NAVFAC 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. Contractors shall provide all other Personal Protective and Safety Equipment (e.g. steel-toe safety shoes and safety glasses) which shall comply with EM385-1-1. All other Personal Protective and Safety Equipment shall be provided by the contractor. 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 AutoCADD and Microsoft Office program suite for each contract employee in order to update documents when unable to access Government computers.

## **21. HOUSING AND TRANSPORTATION**

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

## 22. IMMIGRATION AND VISA REQUIREMENTS

22.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 Spain immigration regulations to work in Spain are satisfied.

22.B Upon arrival in country the contractor shall take the following to the Officer in Charge NAVSTA Rota, Spain office: Copy of Contract, Copy of Passport, a letter from the supported command explaining stating they are on contract, and a waiver letter from the company stating the base is not responsible for the contracted individuals..

## 23. OTHER TERMS AND CONDITIONS

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

23.B In accordance with DFARS 211.106, there must be a "clear distinction between Government employees and contractor employees. "Contracts shall require contractor personnel to clearly identify that they are contracted personnel. The required information may be found under section "H" of the solicitation.

## 24. GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

Contracting Officer Representative, COR

Point of Contact: Gregory Lewis or Designated Successor

Phone: DSN: 314-626-7723

E-Mail: gregory.lewis@eu.navy.mil

## **25. CONTRACTOR'S PROJECT MANAGER**

The contractor will provide the Contracting Officer and the COR a single point of contact as the designated individual to receive direction from the Government. This individual will be responsible for directing the service providers.

## **26. POST AWARD MEETING**

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

## **Section D - Packaging and Marking**

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

# Section E - Inspection and Acceptance

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

## Section F - Deliveries or Performance

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance of the following Firm line Items are as follows:

8001	05/04/2019 - 05/03/2020
8002	05/04/2020 - 05/03/2021
8003	05/04/2021 - 05/03/2022
9001	05/04/2019 - 05/03/2020
9002	05/04/2020 - 05/03/2021

The Period of Performance of the following Option line Items are as follows:

8004	05/04/2022 - 05/03/2023
9003	05/04/2021 - 05/03/2022
9004	05/04/2022 - 05/03/2023

The Period of Performance of the following Award Term line Items are as follows:

No award term line items.

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

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

8001	05/04/2019 - 05/03/2020
8002	05/04/2020 - 05/03/2021
8003	05/04/2021 - 05/03/2022
9001	05/04/2019 - 05/03/2020
9002	05/04/2020 - 05/03/2021

### **The Period of Performance of the following Option items are as follows:**

8004	05/04/2022 - 05/03/2023
9003	05/04/2021 - 05/03/2022
9004	05/04/2022 - 05/03/2023

# Section G - Contract Administration Data

## SECTION G CONTRACT ADMINISTRATION DATA

### 1. WAWF INVOICING PROCEDURES

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

(c) *WAWF access.* To access WAWF, THE Contractor shall---

1. Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
2. Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

Protocol.

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

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

*Inspection location:* N33191/ROTA

*Acceptance location:* N33191

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

*Field Name in WAWF*

*Data to be entered in WAWF*

Pay Official DoDAAC

N61240

Issue By DoDAAC

N33191/ROTA

Admin DoDAAC

N33191

Inspect By DoDAAC

N33191

Ship To Code

N/A

Ship From Code

N/A



Mark For Code

N/A

Service Approver (DoDAAC)

N/A

Service Acceptor (DoDAAC)

N/A

Accept at Other DoDAAC

N33191

LPO DoDAAC

N33191

DCAA Auditor DoDAAC

N/A

Other DoDAAC(s)

N/A

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

5. *WAWF email notifications.* The Contractor shall enter the government e-mail addresses identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Inspector: Brian Seward [Brian.Seward@eu.navy.mil](mailto:Brian.Seward@eu.navy.mil)

Acceptor: Chad DeVries [Chad.DeVries@eu.navy.mil](mailto:Chad.DeVries@eu.navy.mil)

Certifying Official: Brian Griffin [brian.d.griffin@eu.navy.mil](mailto:brian.d.griffin@eu.navy.mil)

(g) *WAWF point of contact.*

1. *WAWF point of contact.* The NAVFAC WAWF point of contact for this task order contract can be reached at [NAVFACACQ\\_INV@eu.navy.mil](mailto:NAVFACACQ_INV@eu.navy.mil). The Contractor shall enter the email address identified herein in the “send Additional Email

Notifications” field of WAWF once a document is submitted in the system.

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

*(End of WAWF Clause)*

8001 PRN33191-19-NR-55005 195558.00

LLA :

AA 17 19191804 KU2N 0251 62470 8 068732 2D EECC0Q AA003GPX2019

Standard Number: N0002519WRPOS3G

9001 PRN33191-19-NR-55005 15000.00

LLA :

AA 17 19191804 KU2N 0251 62470 8 068732 2D EECC0Q AA003GPX2019

Standard Number: N0002519WRPOS3G

BASE Funding

Cumulative Funding

MOD P00001 Funding 0.00

Cumulative Funding

MOD P00002

800101 N33191-19-NR-55005

LLA :

AA 17 19191804 KU2N 0251 62470 8 068732 2D EECC0Q AA003GPX2019

Standard Number: N0002519WRPOS3G

800102 N33191-19-NR-55005

LLA :

AB AA 1791804 6C6C 254 R0061 056521 2D C005Y3 000619FACOSQ

Standard Number: N0006119RC005Y3

MOD P00002 Funding

Cumulative Funding

**Accounting Data**

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**Accounting Data**

<b>CLIN/SLIN</b>	<b>PR Number</b>	<b>Amount</b>
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N3319119F3002P00003

8002 N33191-19-NR-55005\_1

LLA :

AA AA 1701804 52FM 253 25GLS 056521 2D 2AAGZD 19120PRE0027 19120PRE0027

Standard Document #: N3319120PRE0027

9002 N33191-19-NR-55005\_1

LLA :

AA AA 1701804 52FM 253 25GLS 056521 2D 2AAGZD 19120PRE0027 19120PRE0027

Standard Document #: N3319120PRE0027

MOD P00003 Funding: \$

Cumulative Funding: \$

N3319119F3002P00004

8003 N3319121PRE0052

LLA :

AA 1711804 52FA 251 25GLS 056521 2D 2AAGZD 19121PRE0052

Standard Document #: N3319121PRE0052

MOD P00004 Funding:

Cumulative Funding:

# Section H - Special Contract Requirements

## SECTION H – Special Contract Requirements

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

### **2.0. Contractor and Contract Employee Requirements:**

#### **2.1.1. Contract employees shall answer the phone as follows:**

(Name) / (Name of Contractor) Support Contractor

#### **2.1.2. All Contractor documents shall include the following:**

(Name)

Construction Management (CM) or Engineering Technician (ET)

(Company Name)

Support Contractor for PWD Rota, Spain

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

(Name)

Construction Management (CM) or Engineering Technician (ET)

(Company Name)

Support Contractor for PWD Rota, Spain

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

(Name)

Construction Management (CM) or Engineering Technician (ET)

(Contractor Name) / Contractor Support

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

(Company Name)

Support Contractor

# Section I - Contract Clauses

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

PROVISIONS / CLAUSES BY REFERENCE:

FAR 52.204-10 – 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.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

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

(7) Terminating contracts.

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

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

(1) An employee of the contractor; or

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

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

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

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

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal

activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not

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

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

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

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

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board 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—

(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

(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—

(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.

“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: SHEIK ISA AIR BASE, BAHRAIN 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 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/vfdfara.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.

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;

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)(1), 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.*

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable

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

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;

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.

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

(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;
- (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 1300.23, 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,

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 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

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 self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

If contractor personnel are authorized to carry weapons in accordance with paragraph G)(l) 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 18U.S.C. 922;

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.



(1) 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 employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

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

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

*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.

(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)

## Section J - List of Attachments

Attachment Number	File Name	Description
	QASP.pdf	QASP