**C-225-H001 PERFORMANCE WORK STATEMENT (PWS) FOR SEXUAL HARASSMENT/ASSAULT**

**RESPONSE AND PREVENTION (SHARP) (MAR 2019)**

(a) Sexual Assault and Sexual Harassment Policy. The Contractor shall ensure all employees comply with the

Sexual Harassment/Assault Response and Prevention (SHARP) criteria outlined in Attachment 1 of this PWS.

(1) SHARP Compliance: The Contractor shall certify that all employees performing work under this contract

have been fully trained per the requirements in Attachment 1. If an employee is not proficient in English, SHARP

training must be given in the employee’s native language. The COR shall be provided with the following

information at a minimum: a copy of the Contractor’s SHARP policy, training materials, employee's name, civil

identification number and date trained, including language of training. Proof of SHARP training compliance is due

within five (5) days after initial contract award and within 48 hours after arrival of new personnel on site.

(2) The Contractor shall conduct training of all employees annually to prevent sexual assault and sexual

harassment. This training must, at a minimum, ensure that all the Contractor employees understand the definitions and information outlined in Attachment 1.

(3) Compliance with required SHARP training for each employee shall be reported to the Contracting Officer

Representative prior to the employee being allowed access to the worksite. The Contractor’s SHARP policy must

comply with the Department of Defense (DoD) policy in the Army Central Command (ARCENT) Area of

Responsibility (AOR).

(4) The DoD has adopted a policy to prevent sexual assault and sexual harassment. This SHARP policy

mandates that Contractors and contractor employees in the Army Central Command (ARCENT) Area of

Responsibility (AOR) shall not -

(i) Commit acts of sexual assault against any person on any camp, post, installation, or other United States

enclave within the ARCENT AOR; or

(ii) Sexually harass any person on any camp, post, installation, or other United States enclave within the

ARCENT AOR.

(5) The Contractor shall enforce standards for discipline, appearance, conduct, and courtesy IAW the published

CENTCOM, USFOR-A and/or Base Commander Standards. For Contractors at Bagram Airfield (BAF) or for

contractors transiting BAF, they must abide by the Commander Bagram Airfield (COMBAF) Standards of Conduct

while performing at any level (prime or subcontractor) on BAF and any other installation and facility for which

COMBAF standards are applicable. COMBAF Standards are published at:

<http://usfora.afghan.swa.army.mil/baf/des/pmo/Shared%20Documents/COMBAF%20Standards%20Book%20as%20of%208OCT17.pdf#search=COMBAF%20Standards> .

**ATTACHMENT 1**

"Sexual Assault and Sexual Harassment Training Criteria

(a) Definitions.

"Sexual Assault" means - A crime defined as intentional sexual contact, characterized by use of force, physical

threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape,

nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or

attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of

victim. "Consent" will not be deemed or construed to mean the failure by the victim to offer physical resistance.

Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep,

incapacitated, or unconscious.

“Sexual Harassment” is a form of sex discrimination that involves unwelcome sexual advances, requests for

sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay,

or career, or

(2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions

affecting that person, or

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or

creates an intimidating, hostile, or offensive working environment. This definition emphasizes that workplace

conduct, to be actionable as "abusive work environment" harassment, need not result in concrete psychological harm to the victim, but rather need only be so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the work environment as hostile or offensive. Any person in a supervisory or command position who uses or condones any form of sexual behavior to control, influence, or affect the career, pay, or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature in the workplace is also engaging in sexual harassment.

Categories of sexual harassment are:

(1) Verbal - Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented

cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one's

physical appearance in a sexual manner.

(2) Nonverbal - Examples include staring at someone, blowing kisses, winking, or licking one's lips in a

suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures

or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters,

faxes or email.

(3) Physical Contact - Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking

a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Contractor Policy.

Contractor policy shall comply with the policy adopted by the DoD to prevent sexual assault and sexual

harassment. The DoD policy includes the following provisions:

Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility

(AOR) shall not -

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States

enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the

ARCENT AOR.

(c) Contractor Requirements.

**(1) Written Sexual Assault/Sexual Harassment Policy**

a. The Contractor shall have a written sexual assault/sexual harassment policy published to all employees that

addresses, at a minimum, the following: (i) the definitions of sexual assault and sexual harassment as defined above in paragraph (a); (ii) a description of sexual harassment (iii) the company’s internal complaint process and the company’s internal process for adjudication; (iv) the available channels through which an employee can report a sexual assault; and (v) protection against retaliation, coercion, and reprisal.

b. The policy shall address that victims of sexual assault shall be protected, treated with dignity and respect, and

shall receive timely access to comprehensive healthcare (medical and mental health) treatment, including emergency care treatment and services. Emergency care consists of emergency healthcare and the offer of a Sexual Assault Forensic Examination (SAFE) consistent with the Department of Justice protocol. The victim shall be advised that even if a SAFE is declined, the victim is encouraged (but not mandated) to seek medical care. Contractor employees are only eligible to file an Unrestricted Report. Contractor employees will also be offered LIMITED Sexual Assault Prevention and Response or SAPR services, meaning the assistance of a Sexual Assault Response Coordinator (SARC) and a SAPR Victim Advocate (VA) while undergoing emergency care OCONUS. These limited emergency medical services (at a Military Treatment Facility) and SAPR services shall be provided at no cost by the USG to all DoD contractor personnel. Limited medical services are: a SAFE exam and consultation regarding further care in accordance with DoDI 6495.02.

c. The contractor shall designate an employee credentialed in Victim Advocacy as the company POC (for more

information regarding credentialing as a Victim Advocate visit the National Advocate Credentialing Program

(NACP): https://www.thenacp.org).

d. The Contractor shall provide a Sexual Assault/Sexual Harassment and Awareness Training Plan that includes

a schedule for all training. The Plan shall identify the methods of training (e.g. classroom, on-line, etc), as well as

intervals (e.g. quarterly) for refresher training, as applicable. The plan shall address (but not be limited to) such

things as: procedures for training each employee, training record retention, method/mode of instruction, instructor accreditation, on-line/web-based resources/training aids. The Contractor’s Training shall address, at a minimum, the following:

(i) Define what constitutes sexual assault and sexual harassment.

(ii) Explain that sexual assault is a crime.

(iii) Define the meaning of “consent” as defined in DoDD 6495.01 (Sexual Assault Prevention and Response Program, SAPR).

(iv) Address individual accountability and the potential for UCMJ violations.

(v) Explain victim’s rights under the UCMJ (to include consideration of the victim's preference whether the

office should be prosecuted by court-martial or in a civilian court).

(vi) Explain the distinction between sexual harassment and sexual assault and that both are unacceptable forms of behavior even though they may have different penalties. Emphasis the distinction between civil and criminal actions.

(vii) Explain Unrestricted Reporting.

(viii) Provide an awareness of the SAPR program, as well as the roles and responsibilities of company

managers, including all available resources for victims.

(d) Notification.

(1) The Contractor shall notify its employees of the following:

a. The DoD policy regarding Sexual Assault/Sexual Harassment; and

b. 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.

(2) The Contractor shall take appropriate action, up to and including termination, against employees or

Subcontractors that violate the policy in paragraph (B) above. (3) The Contractor shall inform the Contracting

Officer immediately of the following:

a. 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

b. Any actions taken against Contractor employees, Subcontractors, or Subcontractor employees pursuant to this

policy.

(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 attachment 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 attachment, in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault

Prevention and Response training program at the time of the violation as a mitigating factor when determining

remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at

the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>."

**C-245-H006 ADDITIONAL REQUIREMENTS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)**

(a) For purposes of the clause entitled "Government Property" (FAR 52.245-1) in addition to those

items of property defined in that clause as Government Property, the following shall also be included within the

definition of Government Property:

(1) the vessel;

(2) the equipment on the vessel;

(3) movable stores;

(4) cargo; and

(5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "Government Property", notwithstanding any other

requirement of this contract, the following shall not be considered Government Property:

(1) the vessel;

(2) the equipment on the vessel;

(3) movable stores; and

(4) other material on the vessel