

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. <i>PO0006</i>	3. EFFECTIVE DATE <i>9 FEB 11</i>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	1		16
6. ISSUED BY CODE	SPM300	7. ADMINISTERED BY (if other than item 6) CODE				

DLA TROOP SUPPORT  
DIRECTORATE OF SUBSISTENCE, BLDG. #6  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5092  
POC: LINDA L. FORD/FYAE/215-737-7804

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
ANHAM FZCO, LLC  
DAFZA EAST WING, 4A SUITE NO. 608  
DUBAI, UNITED ARAB EMIRATES

(X) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-10-D-3373
X 10B. DATED (SEE ITEM 13) 14 APR 10

CODE SFW66 FACILITY CODE

**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.  
Offer 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 telegram 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 telegram or letter, provided each (telegram or letter 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)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3); FAR 52.212-4(c)

D. OTHER (Specify type of modification and authority)

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.)

Additional and revised clauses.

Requirements for: Full Food Line Distribution for U.S. Air Force, Navy, and Army Troop Support in Kuwait, Iraq, and Jordan.

The details of this modification are identified on the following pages.

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) <i>DAVID BRUNS, Managing Director</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LINDA L. FORD CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
16C. DATE SIGNED <i>2/9/11</i>	16C. DATE SIGNED <i>9 FEB 11</i>

NSN 7540-01-152-9070  
PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

1. On page 3 of the contract the following clause 952.225-0009 is hereby updated:

**952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS  
FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES  
OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (NOV 2010)**

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

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(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant at the USF-I Surgeon's office. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the Iraq Joint Operations Area. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center (BOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

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(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening / diagnosis / treatment / isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

2. On page 4 of the contract, the following Clause 952.225-0013 is hereby updated:

**952.225-0013 – CONTRACTOR HEALTH AND SAFETY (NOV 2010)**

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

3. On page 4 of the contract, the following clause 252.225-7997 is hereby updated

**252.225-7997 - ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES  
RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR  
PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-00014)  
(AUGUST 2010)**

(a) The Contractor shall report to the appropriate investigative authorities~ identified in paragraph (c) below, any alleged offenses under-

- (1) 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 a contingency operation); or
- (2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

- (1) How and where to report an alleged crime described in paragraph (a) of this clause.
- (2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

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

(i) US Army Criminal Investigations Division at  
<http://www.cid.army.mil/reportacrime.html>:

(ii) Air Force Office of Special Investigations at  
<http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>

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

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

(d) 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.

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4. On page 5 of the contract and page 141 of the solicitation, paragraph M, the following clause 952.223-0001 is hereby updated.

**952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

5. On page 5 of the contract and page 140 of the solicitation, paragraph L, the following clause 952.225-0005 is hereby updated.

**952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.

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- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

6. On page 6 of the contract and page 35 of the solicitation the following clause 952.222.0001 is hereby updated:

**952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING,  
INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE  
PASSPORTS (JUL 2010)**

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

2. Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

3. Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

4. Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

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5. Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

6. Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

7. Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

7. On page 7 of the contract and page 37 of the solicitation, Clause 952.225-0003 is hereby updated:

**952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE  
LIMITATIONS (NOV 2010)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

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(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

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(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

8. On page 8 of the contract and page 36 of the solicitation 952.225-0004 is hereby updated:

**952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

9. The following clauses are hereby added to the "Contract Clauses" section of the solicitation, "Addendum to FAR 52.212-4:"

**DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO  
ACCOMPANY U.S. ARMEDFORCES DEPLOYED OUTSIDE THE UNITED  
STATES (JUL 2009)**

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

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities 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.

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

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(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States 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.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) 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).

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

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(c) *Support.*

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

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

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(1) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

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(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

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

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

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

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

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

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

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

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

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

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

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

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

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

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

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

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

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(h) *Contractor personnel.*

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

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized;

and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

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

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

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

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

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(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

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

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

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

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, 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.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

**252.246-9999 – SAFETY OF FACILITIES, INFRASTRUCTURE  
AND EQUIPMENT FOR MILITARY OPERATIONS  
(DEVIATION) (APRIL 2010)**

(a) *Definition.* “Discipline Working Group,” as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

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(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

**952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)**

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services             | <input checked="" type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip               |
| <input type="checkbox"/> Authorized Weapon                                  | <input checked="" type="checkbox"/> Excess Baggage       | <input checked="" type="checkbox"/> MILAIR             |
| <input checked="" type="checkbox"/> Billeting                               | <input checked="" type="checkbox"/> Fuel Authorized      | <input checked="" type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF   | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card<br>(CAC)/ID Card | <input checked="" type="checkbox"/> Military Banking     | <input checked="" type="checkbox"/> Transportation     |
| <input type="checkbox"/> Commissary   | <input type="checkbox"/> Military Clothing               | <input type="checkbox"/> All                           |
| <input type="checkbox"/> Dependents Authorized                              | <input checked="" type="checkbox"/> Military Exchange    | <input type="checkbox"/> None                          |

Third-Country National (TCN) Employees

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services                        | <input type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip               |
| <input type="checkbox"/> Authorized Weapon                                  | <input type="checkbox"/> Excess Baggage       | <input checked="" type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting  | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> MWR                           |
| <input type="checkbox"/> CAAF   | <input type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card<br>(CAC)/ID Card | <input type="checkbox"/> Military Banking     | <input checked="" type="checkbox"/> Transportation     |
| <input type="checkbox"/> Commissary   | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                           |
| <input type="checkbox"/> Dependents Authorized                              | <input type="checkbox"/> Military Exchange    | <input type="checkbox"/> None                          |

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Local National (LN) Employees

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services                        | <input type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip               |
| <input type="checkbox"/> Authorized Weapon                                  | <input type="checkbox"/> Excess Baggage       | <input checked="" type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting  | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> MWR                           |
| <input type="checkbox"/> CAAF   | <input type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card<br>(CAC)/ID Card | <input type="checkbox"/> Military Banking     | <input checked="" type="checkbox"/> Transportation     |
| <input type="checkbox"/> Commissary   | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                           |
| <input type="checkbox"/> Dependents Authorized                              | <input type="checkbox"/> Military Exchange    | <input type="checkbox"/> None                          |

**952.225-0016 – CONTRACTOR DEMOBILIZATION (NOV 2010)**

(a) Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from Iraq. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Iraq immediately following contract performance completion or termination.

(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing [baghdadregmgt@state.gov](mailto:baghdadregmgt@state.gov) or phone 240-553-0581, ext 2782 or ext 2092.

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(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq/Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- i. the name of each individual requiring a new LOA;
- ii. the number of days for the LOA (no more than 30 calendar days); and
- iii. justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

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(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any

and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGO's, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their

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representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(7) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Iraq for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the U.S. Embassy Baghdad, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C<sup>3</sup>) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all

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unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

**KSCRI-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (NOV 2010)**

**Contractor Privileges and Support:** As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

**Medical Treatment Available to Contractor Personnel on Base Camps:** limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCRI-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

**Personnel Support:** The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

**Billeting and government provided meals:** As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

**Life Support:** Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is

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granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

**KSCRI-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2010)**

**Trafficking in Persons (TIP):** Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

**Registered Employee Listing:** On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

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Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

**Housing Standards:** The Contractor shall comply with the following minimum housing accommodations standards:

- (1). Housing provided to all employees shall be no less than 50 square feet per person.
- (2). Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (3). Each room shall be furnished at a minimum with the following:
  - (i) Room light.
  - (ii) One bed per individual.
  - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
  - (iv) A laundry facility or laundry service.
  - (v) Cleaning supplies.

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(4). Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

- (i) Compliance with minimum housing accommodation standards.
- (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
- (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

**TIP Training:** Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

**Contractor Shall Post:** Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

**Violations:** Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

**Notification:** Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

**Remedies:** In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following:

1. Required removal of a Contractor employee or employees from the performance of the contract.
2. Required subcontractor termination.
3. Suspension of contract payments.
4. Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.

5. Termination of the contract for default or cause, in accordance with the termination clause of this contract.
6. Suspension or debarment.

**Subcontracts:** Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

**KSCRI-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (NOV 2010)**

- (a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new

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onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

**KSCR1-6 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

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(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

**KSCRI-7 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2010)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

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- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

**KSCR1-10 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES (NOV 2010)**

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and BMI shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

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(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

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(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

**List of Immunizations and Vaccinations:** Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at [www.benning.army.mil/CRC](http://www.benning.army.mil/CRC).

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**KSCR1-11 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (NOV 2010)**

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services          | <input checked="" type="checkbox"/> DFACs (Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon                               | <input checked="" type="checkbox"/> MILAIR   |
| <input checked="" type="checkbox"/> MWR                                  | <input checked="" type="checkbox"/> Transportation                                       |
| <input checked="" type="checkbox"/> Resuscitative Care                   | <input type="checkbox"/> Mil Issue Equip   |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input checked="" type="checkbox"/> Military Banking (Finance/Eagle Cash)                |
| <input type="checkbox"/> Commissary                                      | <input type="checkbox"/> Military Clothing   |
| <input type="checkbox"/> Dependents Authorized                           | <input checked="" type="checkbox"/> Military Exchange                                    |
| <input type="checkbox"/> Telephone Service                               | <input type="checkbox"/> Keys to GFE   |
| <input type="checkbox"/> Utilities                                       | <input type="checkbox"/> Technical Training  |
| <input type="checkbox"/> None  | <input type="checkbox"/> All   |

Third-Country National (TCN) Employees

- |  |  |
|--|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services                     | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon                               | <input checked="" type="checkbox"/> MILAIR                                   |
| <input type="checkbox"/> MWR   | <input checked="" type="checkbox"/> Transportation                           |
| <input checked="" type="checkbox"/> Resuscitative Care                   | <input type="checkbox"/> Mil Issue Equip                                     |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash)               |
| <input type="checkbox"/> Commissary                                      | <input type="checkbox"/> Military Clothing                                   |
| <input type="checkbox"/> Dependents Authorized                           | <input type="checkbox"/> Military Exchange                                   |
| <input type="checkbox"/> None  | <input type="checkbox"/> All   |

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Local National (LN) Employees

- |  |  |
|--|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services                     | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon                               | <input checked="" type="checkbox"/> MILAIR                                   |
| <input type="checkbox"/> MWR   | <input checked="" type="checkbox"/> Transportation                           |
| <input checked="" type="checkbox"/> Resuscitative Care                   | <input type="checkbox"/> Mil Issue Equip                                     |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash)               |
| <input type="checkbox"/> Commissary                                      | <input type="checkbox"/> Military Clothing                                   |
| <input type="checkbox"/> Dependents Authorized                           | <input type="checkbox"/> Military Exchange                                   |
| <input type="checkbox"/> None  | <input type="checkbox"/> All   |

NOTES: Government Furnished Contractor Support, Continued.

(1) **Billeting.** As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) **Fuel.** There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) **Dining facilities (DFAC's)** are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) **Medical Services:** The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) **Contractor use of Army Post Office (APO):** In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

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(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

**KSCRI-12 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)**

**Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267).** Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractor employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to

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the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

**KSCR1-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS  
(AUG 2010)**

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

1. To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.
2. New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens

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of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

1. Cuba
2. Iran
3. Iraq
4. Libya
5. Democratic People's Republic of Korea
6. Sudan
7. Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

1. Russia
2. People's Republic of China
3. Socialist Republic of Vietnam

**KSCRI-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR  
FORCE BASES IN KUWAIT (AUG 2010)**

**SECURITY & ACCESS:**

(a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

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(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.

There are two passes that are required for access to Air Force installations in Kuwait:

1. The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.

2. The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

**DBIDS Processing Instructions for 386 ECONS Contractors:**

**STEP ONE:** Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

**STEP TWO:** Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

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**STEP THREE:** Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

**STEP FOUR:** The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

**STEP FIVE:** Visitor awaits receipt of DBIDS badge.

## 2010) KSCRI-15 – PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG

(a) Definitions. As used in this policy –

*“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”* means –

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when 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. 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.

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- (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) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) 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.

(d) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

(i) The Department of Defenses’ policy described in paragraph (b);  
and

(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;

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

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee’s compliance with this training requirement shall be reported to the Contracting Officer’s Representative prior to the employee being allowed access to the worksite.

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(e) 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 policy.

(f) 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 policy 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.

(g) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.

(h) 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>.

**KSCRI-17 – SPONSORSHIP REQUIREMENTS (AUG 2010)**

**Sponsorship:** The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

**Passports, Visa and Customs:** The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

**KSCRI-18 – CONTRACTOR MANPOWER REPORTING (AUG 2010)**

**Contractor Manpower Reporting:** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <http://contractormanpower.army.pentagon.mil>

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

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- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.