OFFICE OF THE UNDER SECRETARY OF DEFENSE
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WASHINGTON DC 20301-3000

ACQUISITION
TECHNOLOGY
AND LOGISTICS

NOV 16 2007

MEMORANDUM FOR DIRECTORS OF DEFENSE AGENCIES
DEPUTY ASSISTANT SECRETARY OF THE ARMY
(POLICY AND PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE NAVY
(ACQUISITION AND LOGISTICS MANAGEMENT)
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE
(CONTRACTING)
DIRECTORS OF THE DOD FIELD ACTIVITIES

SUBJECT: Iraq/Afghanistan Theater Business Clearance (TBC)

This memorandum updates my November 5, 2007, memorandum, same subject. Contracting Officers shall use the attached "TBC Request/Review" checklist for all TBC requests to the Joint Contracting Command-Iraq/Afghanistan (JCC-I/A) (atch 1). Attached for reference is the Contracting Officer's Guide to Special Contract Requirements for Iraq/Afghanistan Theater Business Clearance (atch 2). Upon contract award of TBC approved contracts, contracting officers shall fill-in the "TBC Post-Award" spreadsheet and submit to the JCC-I/A (atch 3).

For Iraq requirements, e-mail to: JCCI_PARC-I@pco-iraq.net; for Afghanistan requirements, e-mail to: BGRMPARC-A@swa.army.mil. If the proposed contract will contain requirements for both countries, send the form to both addresses and the JCC-I/A will accomplish in-country coordination and provide a single response. Contracting officers are reminded they must attach statements of work and terms and conditions with their submission. Do not send other documents, such as Contract Data Requirements Lists.

The TBC Request/Review will be revision-controlled by CENTCOM, and all changes to the form will be promulgated by my office. Attachment 4 contains a checklist to be used by contracting officers to ensure all above requirements are met. Attachments listed above may be found at www.centcom.mil/sites/contracts.

Regardless of class of commodity (Class 1 through 9), JCC-I/A TBC contract review is not required for those commodity contracts that ship material into either theater via the Defense Transportation System from non-Iraq or non-Afghanistan embarkation locations. JCC-I/A TBC contract review is required for all other contracts unless JCC-I/A has delegated TBC review to the command writing the contract.

Shay D. Assad
Director, Defense Procurement
and Acquisition Policy

Attachments:
As stated

Theater Business Clearance Request/Review

		(Agency and Office Name)							(PIIN Here) (Project Title Here)	
		Projected award Date and Estimated $ Value:								
		Number of employees projected to deploy to Iraq/Afghanistan (or already there):								
		Number of these personnel who will be armed (See AI 52.6):								
		Name and Location of the customer/requirement POC in Iraq/Afghanistan, email and telephone number;								
		Name of FOB official who approved billeting, dining, MWR, etc if authorized (Cannot be the same as above)								
		Name of procuring contracting officer, email and telephone number;								
		Updates at CENTCOM Website: http://www.centcom.mil/sites/contracts							R - Required; A - Required when Applicable; Comm - Commodities; Serv - Services; Cons - Construction	Email to: JCCI_PARC-I@pco-iraq.net (Iraq) BGRMPARC-A@swa.army.mil (Afgh) Include 1) this sheet, 2) SOW/Ts&Cs
		F - Full Text IBR - In By Reference Title	Fill in SOW/RFP Page # or N/A	Prescribed In	UCF	Comm	Serv	Cons	Prescription	
1	F	Contract Delivery Requirements (Iraq) (5 Nov 07)		AI 52.7	B	R			Include in all contracts, orders or blanket purchase agreement call orders for supplies to be delivered to Iraq.	
2	F	Mandatory Shipping Instructions (Iraq)(5 Nov 07)		AI 52.8	E	R	A	A	Supplies ordered by USG and that will enter the GRD Logistics System.	
3	F	Payment by Electronic Funds Transfer (EFT) - Iraq(5 Nov 07)		AI 32.4	G	A	A	A	Insert the following mandatory language in solicitations/ contracts when FAR 53.232-33 or FAR 52.232-34 are not included.	
4	F	Iraqi Employment, Materials, & Subcontract Reporting(5 Nov 07)		AI 26.4	G	A	A	A	Insert when AI 26.5 is included.	
5	F	Compliance with Laws and Regulations(5 Nov 07)		AI 25.3	H	A	R	R	Insert in contracts with performance in Iraq or Afghanistan	
6	F	Contractor Personnel in U.S. Central Command Area of Responsibility (Deviation 2007-O0010)		DoD Memo dtd Oct 2007	I	A	A	A	Required for all contract >$25,000 which does not incorporate DFARS 252..225-7040.	
7	IBR	DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Forces Deployed Outside the United States with deviation		DFAR 225.7402-4	I		A	A	DoD Class Deviation 2007-O0004, Synchronized Predeployment and Operational Tracker, issued on March 19, 2007. This deviation is effective until incorporated into the DFARS or otherwise rescinded.	
8	F	Projected Afghan and Third Country National (TCN) Employment(5 Nov 07)		AI 26.6	K		R	R	Insert in solicitations for contracts to be performed in Afghanistan.	Provide supporting documentation for decision to not allow Host Nation Participation
9	F	Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports(5 Nov 07)		AI 22.1	SOW		R	R	Insert the following mandatory language in all contracts with performance in Iraq or Afghanistan.	
10	F	Reporting a Kidnapping(5 Nov 07)		AI 23.1	SOW	A	R	R	Insert in contracts with performance in Iraq.	
11	F	Armed Personnel – Incident Reports (5 Nov 07)		AI 25.1	SOW		A	A	Insert in all solicitations and contracts when arming of contractors is contemplated in Iraq.	
12	F	Fitness for Duty and Limits on Medical / Dental Care in Iraq/Afghanistan(5 Nov 07)		AI 25.2	SOW	A	R	R	Insert in all contracts with performance in Iraq or Afghanistan	
13	F	Quarterly Contractor Census Reporting.(12 Nov 07)		AI 25.4	SOW		R	R	Insert in all contracts with performance in Iraq or Afghanistan	
14	F	"Iraqi First" Socioeconomic Program(5 Nov 07)		AI 26.5	SOW	A	R	R	Insert in all solicitations and contracts except when host nation participation is not in the best interests of the government.	Provide supporting documentation for decision to not allow Host Nation Participation
15	F	Arming Requirements and Procedures for Private Security Contracts, Personal Security Detail Contracts and Requests for Personal Protection (5 Nov 07)		AI 52.6	SOW	A	A	A	Insert in all solicitations and contracts when arming of contractors is contemplated in Iraq or Afghanistan.	
16	F	Contractor Support of USAID Community Stabilization Program for Hiring Iraqi Apprentices(5 Nov 07)		AI 52.12	SOW			A	Insert in construction contracts in Iraq when 26.5 is also included	
		Other Considerations As Required, use this space								

Contracting Officer's Guide
to

Special Contract Requirements
for

Iraq/Afghanistan Theater Business Clearance
12 Nov 07

Part I - JCC-I/A Acquisition Instruction (AI) Mandatory Language

Part II – Guide to Iraq/Afghanistan Implementation of DFARS 252.225-7040

Part III - DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility

PART I
JCC-I/A Acquisition Instruction (AI) Mandatory Language

The JCC-I/A Acquisition Instruction is a compilation of evolving theater policy and JCC-I/A policy responsive to the changing battle space situation. All contracting officers must insert the mandatory language as required by the prescription. Contracting officers must always check the CENTCOM Contracting website http://www.centcom.mil/sites/contracts/default.aspx for the most up-to-date mandatory language before developing a solicitation.

Special Contract Requirements

AI 52.7 Contract Delivery Requirements. (Iraq) Insert the following mandatory language in all contracts, orders or blanket purchase agreement call orders with delivery to Iraq. This provides necessary information for the contractor, contract administrator and COR to understand and execute the delivery requirements; improve tracking, inspection and acceptance; and make final disposition of contract deliverables. The following language shall be placed in the Pricing Schedule, **Section B**, directly following the final CLIN for ease of access by receiving personnel.

Contract Delivery Requirements (5 Nov 07)

a. **REQUIRED DELIVERY DATE:** _____
b. **LOCATION FOR CONTRACTOR DELIVERY:** _____
c. **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE (DD 250)**
Name: _____
Phone No.: _____ E-Mail: _____
d. **FINAL DELIVERY DESTINATION:** _____
e. **POINT-OF-CONTACT AT FINAL DESTINATION:**
Name: _____
Phone No.: _____ E-Mail: _____
f. **REQUIRING ACTIVITY:** _____

(End)

AI 52.8 Mandatory Shipping Instructions – Iraq. Insert the following mandatory language in **Section E** in solicitations where shipment of supplies or materials will be tracked or otherwise supported by the Logistics Operations of the US Army Corps of Engineers, Gulf Region Division.

Mandatory Shipping Directions (5 Nov 07)

GRD Logistics:

GRD Logistics is required to track reconstruction equipment, materials and goods coming into Iraq under the Re-building Iraq effort. This equipment is purchased by the US Government (usually by MNSTC-I, or GRD), and is designed to help rebuild the country of Iraq. This tracking and inherent accountability process will assist in assuring that all equipment materials and goods are able to cross the borders and move to final destination with minimal delay and at reduced risk. However, in order to accomplish this mission, maximum cooperation is necessary. Prompt notification and compliance with our information requirements will assist in providing advance notice to the point of entry of all inbound shipments. This process affords coordination in the movement of all convoys which will enable improved monitoring and de-conflicted convoy schedule. Prompt notification also improves security coordination through the operations center.

To get started follow the following steps:

Step One:

Identify who the cargo is purchased for. If it is in support of Coalition Forces, it needs to go through the Military Transportation System (MTS). However, if it is purchased for the explicit purpose of re-building Iraq (i.e. MNSTC-I/GRD contracts), then proceed with the following steps:

Upon contract award the contractor is required to provide the necessary logistical information needed by GRD Logistics. This information can be provided and updated as necessary by going to the GRD website (http://www.rebuilding-iraq.net/portal/page?_pageid=95,1&_dad=portal&_schema=PORTAL) and selecting the Logistics tab. Should there be any problems with this process contact the Logistics Movement Coordination Center (LMCC) Watch Officer directly at the following e-mail address: pcolmcc@pco-iraq.net and the necessary assistance will be provided. The contractor will find three forms listed and available under the logistics heading (Logistics Information Requirements Form, Reconstruction Levy Exemption and Form, Cargo Placards). **Those forms should be individually completed and, with the exception of the cargo placard, sent electronically to the above mentioned e-mail address for the LMCC.** The first form submitted will be the Logistics Information Requirements Form. The Logistics Information Requirements Form should be completed upon award of contract and updated as necessary. All updates and changes to this form should be sent to the same e-mail address as the original form. Additional contact information is available on the website mentioned above. Always reference the contract number.

Step Two:

CPA 1-47 CUSTOMS LEVY EXEMPTION AND SHIPMENT REQUIREMENTS FOR RECONSTRUCTION PROJECTS UNDER PROJECT AND CONTRACTING OFFICE (PCO)

Effective 15 April 2004 Tariff Regulations pursuant to CPA Orders #54, as amended by Order #70 (Orders #54 and #70 are posted on the website), require commercial importations into Iraq to pay a 5% levy except for food, books, medicine, medical equipment, clothes and oil. Additional exemptions include NGO's, International Organizations, **Reconstruction Projects under GRD**, and single exempt donations. Items shipped under this contract are exempt from this "Levy" provided a completed Reconstruction Levy Exemption Form is attached and included with each invoice and packing slip.

The contractor is required to fill out the Reconstruction Levy Exemption Form and attach the duty free form to each shipment of goods under this contract that crosses

the border into Iraq in order to qualify for the exemption. The contractor must submit one copy of the completed duty free form and a copy of the first page of the primary contract, for customs verification, to the contracting officer and the GRD Logistics Office at pcocustoms@pco-iraq.net prior to shipment. Customs will send back a stamped copy that must accompany the cargo. It is the contractor's responsibility to include the stamped and approved Reconstruction Levy Exemption Form is included with each shipment to ensure cargo is not delayed at customs. The Contractor should ensure they indicate what the estimated time of arrival is at the point of entry.

Step Three:
The items being acquired are for Iraqi Reconstruction and as per the "Packing and Marking Instructions" of this contract, and shall be Packaged and Marked accordingly. Additionally, a Cargo Placard is available from the website at http://www.rebuilding-iraq.net/portal/page?_pageid=95,1&_dad=portal&_schema=PORTAL under the logistics tab located at the top of the page. There is a memorandum posted that explains how to complete the placards. Additionally, there are three placards that need to be utilized when shipping cargo into Iraq. The first placard is for shipments arriving into Baghdad International Airport (BIAP). The second is for shipments arriving into the Port of Umm Qasr. The third placard is for shipments arriving into Abu Ghuraib Warehouse via ground transportation.. The use of these placards will ensure they are properly identified as GRD shipments and will reduce risk of loss or pilferage. **Each shipment must have a cargo placard affixed to all sides of each container, pallet, or package.**

Final Guidance:
Summary of Contractor Requirements:
1) Logistics Information Requirements Form
2) Reconstruction Levy Exemption
3) Cargo Placards

It is the contractor's responsibility to provide all the requested information mentioned above including the use of the identified cargo placards in sufficient time to allow for required delivery. Failure to comply with these instructions may result in a delay of the goods and materials being shipped from arriving at their final destination. Delays resulting from failure to follow the above steps may be assigned as the contractor's responsibility.

(End)

AI 32.4 Payment by Electronic Funds Transfer (EFT) - Iraq. Insert the following mandatory language in contract **Section G,** Administration, in solicitations and contracts when FAR 53.232-33 or FAR 52.232-34 are not included.

Payment by Electronic Funds Transfer (EFT) (5 Nov 07)

(a) *Method of payment.*

(1) All payments by the US Government under this contract shall be made by electronic funds transfer (EFT). In the event the US Government is unable to release a payment by EFT, the government will authorize a cash or check payment in accordance with the Prompt Payment Act.

(b) *Submission of Contractor's EFT information.*

(1) The Contractor is required to provide the US Government with the information required to make payment by EFT by filling in the form provided. The Contractor shall return this information directly to the payment office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the paying office.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall provide the contract numbers to which it applies. The contractor will inform the contracting officer of previously awarded contracts for which the contractor requests EFT payment.

EFT-Capable Iraqi Banks

	HQ Phone	Web Site / email
Bank of Baghdad	Baghdad / Karada Kharge / District 902 (964) 1 717-4182	
Byblos Bank	Street 6, near sports stadium, Erbil 964.750.478.440	www.byblosbank.com.lb
Commercial Bank of Iraq	Baghdad / Al-wehda area / Kawla Bint Al-azwar Street	
Credit Bank of Iraq	964-1-7196020	
Dar As-Salaam Investment Bank	Baghdad / Tunis street / Distict 101 St. No. 23 / Building No.39/1	info@desiraq.com
Emerald Bank	+964 66 2227557	www.emeraldbank.net
Investment Bank of Iraq	(+964) I 7180996	www.ibi-bankiraq.com
Iraqi Middle East Investment Bank	Baghdad /Babil area/ Arasat Alhindia	
Trade Bank of Iraq	(+964 -1) 5433561/2/3	tbiraq.com
Warka Bank	(964) 1 717-4182	www.warka-bank.com

CONTRACT NUMBER: EFT AMOUNT:

Beneficiary Name / Bank Account Holder Name
اسم المستفيد /اسم صاحب الحساب المصرفي

_____

***US Dollar Bank Account Number and Account Type** *(account number where payment is going)*
رقم حساب البنك الذي سيستلم المبلغ بالدولار الامريكي ونوع الحساب

_____

***ABA / Rounting Number**
اتحاد البنوك الامريكية/رقم البنك

_____

***Swift Code**
رقم تعريف البنك

_____

Name of Bank and Address*(the bank where payment is going)*
اسم وعنوان البنك الذي سيحول اليه المبلغ

_____

_____

_____

Name of Company and Address *(MUST match the address that the bank has as company address for bank account)*
اسم الشركة وعنوانها)يجب ان يكون نفس العنوان الموجود في سجلات البنك(

_____

_____

_____

IBAN Account Number ***(IBAN account number if applicable)***
رقم حساب البنك العالمي

_____

PRINT NAME: الاسم :

AUTHORIZED SIGNATURE: توقيع الموكل :

(International Banks: Must have account number and swift code)
(US Banks: Must have account number and 9-digit routing number)
Form must be filled out completely.

البنوك العالمية :يجب ان يكون لديها رقم حساب ورقم تعريف البنك(
البنوك الامريكية :يجب ان يكون لديها رقم حساب بالاضافة الي 9 ارقام(
يجب ملأ الاستمارة بشكل كامل

(End)

Iraq/Afghanistan Socioeconomic Programs

In keeping with the command policy of growing the economic capacity of Iraq and Afghanistan through developing host nation businesses, all contracting officers are to make every effort to seek out capable Iraqi / Afghan businesses and to develop education programs and business solutions that foster economic growth.

AI 26.4 Reporting Contractor Compliance with Support of Iraq Socioeconomic Program: Insert the following mandatory language in **Section G,** Contract Administration when AI 26.5 is required.

Iraqi Employment, Materials, & Subcontract Reporting (5 Nov 07)

The contractor shall report socio-economic status on monthly invoices. Fill in the following information on each invoice or as an attachment to the invoice.

Total Iraqi (Iraqi citizens or legal residents residing in Iraq) employed during the invoice month.

Total:_____

Iraqi Men:_____

Iraqi Females:_____

*(Gender breakdown is for statistical purposes only)

Total Non-Iraqi Employed*:

Total:_____

Male:_____

Female:_____

*(Gender breakdown is for statistical purposes only

Names of Iraqi Subcontractors and Suppliers used during invoice period:

_____

_____

_____

_____

Itemization of Principal Materiels / Services procured during the invoice period:

_____

_____

_____

_____

Value of Materials of Iraqi manufacture procured during the invoice period:

_____

_____

_____

_____

(End)

AI 25.3 Compliance with Law and Regulations. Insert the following special contract requirement to **Section H** of all contracts with performance in Iraq and Afghanistan.

Compliance with Laws and Regulations (5 Nov 07). The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future 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 fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious 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.

(End)

AI 26.6 Afghanistan "Afghan First" Program Implementation. Insert the following mandatory language to **Section K,** Representations and Certifications, of solicitations for services and construction contracts to be performed in Afghanistan.

Projected Afghan and Third Country National (TCN) Employment (5 Nov 07)

The vendor/offeror is required to identify, as outlined below, the total projected number of Afghans and TCNs that will be directly employed in the performance of this contract. Employment is the total number of Afghan or TCN persons expected to be on the payroll (contractors and subcontractors at all tiers) employed full or part time receiving pay during the life of the contract. Third Country Nationals (TCNs) are defined as individuals who are citizens of a country other than Afghanistan or a Coalition country.

Is your company an Afghan-owned Company: Yes ___ No ___. If yes, the % of Afghan ownership is: _____

Total Employed by your Company :
Total Afghan citizens Employed by your Company:
Total Foreign citizens Employed by your Company :
Value of Subcontracts for this Contract:
Value of Subcontracts for this Contract to Afghan-owned Companies:
Value of Subcontracts for this Contract to Foreign-owned Companies:
Number of Afghanistan citizens to receive training under this Contract:

(End)

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports: Insert the following mandatory language in the **Statement of Work** for all contracts with performance in Iraq and Afghanistan.

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors ("contractors" herein below includes 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.

Contractors are also required to comply with the following provisions:

1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
2) 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.
3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) 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.
5) 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.
6) 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.

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.

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

(End)

AI 23.1 Reporting a Kidnapping Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the **Statement of Work.** Reformat as necessary.

To Report a Kidnapping (5 Nov 07) Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:
Report the following information:
Name of person reporting: _____
Phone: _____
E-mail: _____

- **Who** was kidnapped?
  - Name
  - Age
  - Nationality and country of residence
- **When** did the incident occur?
- **Where** did it happen?
- **How** was the person kidnapped?

(End)

AI 25.1 Armed Personnel – Incident Reports: Insert the following mandatory language in the **Statement of Work** of all solicitations and contracts when arming of contractors is contemplated in Iraq.

Armed Personnel – Incident Reports (5 Nov 07): All Contractors in the Multi-National Forces-Iraq (MNF-I) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I Commander relating to force protection and safety.
Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): roc.ops@aegisiraq.com, DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMERSED 870764061257.
Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC.

(End)

AI 25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan: Insert the following mandatory language in the **Statement of Work** for all contracts with performance in Iraq or Afghanistan. When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07): 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. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, 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 protectives 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 >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic 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 (< 1year) of mood disorder, thought disorder, anxiety, somotoform, 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 8 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).

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. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum

dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: $1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: $184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

AI 25.4 Quarterly Contractor Census Reporting. Insert the following mandatory language in the Statement of Work of all contracts with contract employees performing in Iraq and Afghanistan.

Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

(1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
(2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
(3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
(4) The company names and contact information of its subcontractors at all tiers; and
(5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

AI 26.5 "Iraqi First" Program Implementation: Insert the following mandatory language in the **Statement of Work** all solicitations and contracts except when host nation participation is not in the best interests of the government.

Iraq Socioeconomic Program (5 Nov 07)

The Contractor shall maximize the employment, training, and transfer of knowledge, skills and abilities to the Iraqi workforce. The Contractor shall maximize utilization of Iraqi subcontractors and businesses. The offeror shall maximize utilization of material of Iraqi manufacture.

Iraqi First Program Definitions:

Employment means the total number of Iraqi citizens proposed by the offeror for the contract effort, and the total number of Iraqi citizens proposed for the contract effort by each subcontractor, to be directly employed, full or part time, during the life of the contract.

An "Iraqi" company (or subsidiary company) has a principal place of business located within Iraq and the majority shareholder is an Iraqi citizen.

An Iraqi citizen or employee is an individual whose ordinary residence is in Iraq and holds an Iraq-issued passport or Iraq residency papers.

Materiel of Iraqi manufacture includes all items where significant value is added, or a change of form, fit, and function, leading to the final form of the procured end item takes place, within the country of Iraq.

The contractor's efforts to encourage the Iraqi First program will be considered by the government in performance evaluations.

(End)

AI 52.6 Arming of Contractors: Iraq/Afghanistan Insert the following mandatory language in the **Statement of Work** of all solicitations and contracts when arming of contractors is contemplated in Iraq or Afghanistan. This supplements DFARS 252.225-7040, Paragraph (j), Weapons and Paragraph (i) Weapons in Deviation 2007-O0010). For Iraq: Staffing of arming approval is the responsibility of the requiring activity. For Afghanistan: All necessary documents shall be submitted by the Customer for approval through the RC-E CG. Once approved, the respective Regional Contracting Center (RCC) shall be provided and shall maintain copies of the all necessary approval documents completed by the Requiring Activity prior to contract execution.

Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan (5 Nov 07)

b. ***General.*** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;
(2) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
(3) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 24 Jun 04;
(4) US CENTCOM Policy Letter, *Personal Protection and Contract Security Service Arming*, dated 23 Dec 05

c. ***Required Government Documentation.*** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

(1) The specific location where the PSC will operate;
(2) The persons and/or property that require protection;
(3) The anticipated threat;
(4) The required weapon types; and
(5) The reason current security/police forces are inadequate.

d. ***Required Contractor Documentation***. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

(1) Documentation that each employee who will be armed under the contract received the
following training—

(A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
(B) Law of Armed Conflict (LOAC);

(C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and

(D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) One (1) copy of a business license from the Iraqi Ministry of Trade;

(4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

(5) A communications plan that, at a minimum, sets forth the following:

(A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

(B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

(C) How the contractor will coordinate transportation with appropriate military authorities.

(6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;

(B) Verify with MNC-I Provost Marshal that no employee has been barred by any commander within Iraq; and

(C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

e. ***Required Contractor Acknowledgements***. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

(1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

(3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse

in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

f. ***Authorized Weapon & Ammunition Types.*** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
(3) US government Ball ammunition is the standard approved ammunition.

g. ***Requirements for Individual Weapons Possession.*** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
(2) Carry weapons only when on duty or at a specific post;
(3) Not conceal any weapons, unless specifically authorized;
(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
(5) Not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

h. ***Weapons/Equipment Restrictions and Responsibilities.*** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

i. ***Rules for the Use of Force (RUF).*** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
(2) Failing to cooperate with Coalition and Host Nation forces;
(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
(4) Failing to use a graduated force approach;
(5) Failing to treat the local civilians with humanity or respect; and

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

j. ***Retention and Review of Records***. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

k. ***Contractor Vehicles.*** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

l. ***Quarterly Reporting.*** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

(1) The total number of armed civilians and contractors;
(2) The names and contact information of its subcontractors at all tiers; and
(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End)

AI 52.12 Contractor Support of USAID Communities Stabilization Program (CSP) for Hiring Iraqi Apprentices. Insert the following mandatory language into the **Statement of Work** of **construction contracts** when 26.5 is also included.

Contractor Support of USAID Communities Stabilization Program (CSP) for Hiring Iraqi Apprentices (5 Nov 07)

The contractor shall provide a company point of contact – name and telephone number – within five days after contract award to serve as a liaison with USAID / Iraq. The individual designated will be contacted by a representative of USAID / Iraq for the purpose of developing contractor participation in the USAID apprenticeship program.

The contractor shall make a good faith effort to maximize participation in USAID's apprentice program while still assuring compliance of the terms and conditions of the contract herein. The duration for each apprenticeship is currently six months. USAID will provide apprentices matched to work being performed by the contractor.

This is a program administered and funded solely by USAID.

In accordance with the Apprentice Program, USAID currently provides:

(1) Tools of their trade for apprentices to begin work;
(2) 50% of the apprentices' salary; and
(3) A one-time bonus/honorarium for the supervisor of apprentices covering all extra work to guide, supervise and prepare a written evaluation of each apprentice.

Contractor will comply with the terms and conditions of the Apprentice Program set forth by USAID. To the extent that the Apprentice Program may conflict in any way with the contract terms herein, the Contractor shall apprise the COR, and the contract terms herein shall take precedence. The Contractor shall pay 50% of the apprentices' salaries plus any fringe benefits in accordance with the Apprenticeship Program. Upon training completion the designated supervisor shall complete evaluation forms for each apprentice.

This program is not intended to replace skilled laborers. Contractors who successfully support the program will be given additional credit in a final performance evaluation of their company upon completion of the work.

(End)

PART II
Guide to Iraq/Afghanistan Implementation of DFARS 252.225-7040

Guide to Iraq Implementation of DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.
This is perhaps the most important contract clause for contractors performing in Iraq or Afghanistan and should be incorporated full text in any solicitation and resulting contract. The clause consists of Paragraphs (a) through (q). The paragraphs included in Part II of this guide require the Contracting Officer to provide supplemental information. JCC-I/A has mandatory language to provide as the supplemental information. The prescriptions and mandatory language are in Part I and can be cut and pasted to solicitation documents. JCC-I/A suggests placement of the information we require. However, the CO may choose a different placement in the contract. The remaining paragraphs of DFARS 252.225-7040 require no additional information from the Contracting Officer.

Paragraph (c)(1) **Support - Contractor Security**. The Contracting Officer must include in the contract the level of protection to be provided to contractor personnel. **This language is to be added to the Statement of Work. JCC-I/A does not have mandatory language but the CO must determine security needs in coordination with the in theater customer.**

Paragraph (c)(2) **Support - Medical Care**. This paragraph defines the medical treatment available to contractor personnel as being limited to resuscitative and stabilization care only unless specified elsewhere in the contract. **JCC-I/A mandatory language is in Acquisition Instruction (AI) Part 25. 2.**

Paragraph (c)(3) **Support – Personnel.** 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, billeting and dining facilities. JCC-I/A does not have mandatory language but the CO must determine the availability of support such as billeting in coordination with the in-theater customer. Billeting at many locations in Iraq and Afghanistan is at full capacity.**

Paragraph (c)(4) **Support – Letter of Authorization**. Contractor privileges and support identified in the Statement of Work must be authorized by the Contracting Officer in a Letter of Authorization (LOA). **The LOA format in PGI 225.7204-3(d)(3) shall be followed for consistency or use the LOA generated by SPOT.**

Paragraph (f) **Processing and Departure Points.** The only deployment center is located at Ft Benning, Georgia. **The Statement of Work must include the website where offerors / contractors may obtain all necessary information for employee processing to deploy to Iraq or Afghanistan.**

Paragraph (g) **Personnel Data List**. The paragraph **deviation required by DoD** Memorandum dated March 2007 implements the Synchronized Pre-Deployment & Operational Tracker (SPOT) **must be substituted for the existing paragraph**.

DoD Class Deviation 2007-O0004, Synchronized Predeployment and Operational Tracker, issued on March 19, 2007. This deviation is effective until incorporated into the DFARS or otherwise rescinded.

(g) Personnel data.

(1) In accordance with DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter **before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract,** and maintain **current data, including departure data, for** all Contractor personnel that **are authorized to accompany** U.S. Forces **deployed outside the United States** as specified in paragraph (b)(i) of this clause. The automated **web-based** system to use for this effort **is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to http://www.dod.mil/bta/products/spot.html)**
(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.**

Paragraph (j) Weapons. The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense. **If arming of personnel is likely for any reason, mandatory language of AI 52.6, Arming of Contractors: Iraq / Afghanistan, must be inserted in the Statement of Work of the solicitation and any resulting contract. JCC-I/A mandatory language is in Acquisition Instruction AI 52.6 provided below.**

Letters Of Authorization (LOA): Every contract employee who will need a an identification badge provided in Iraq or Afghanistan will need an LOA. Further, LOAs are needed to show authorization to use support facilities. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Therefore, please do the following:
- When creating a SPOT-generated LOA, do not authorize routine medical/dental care. Medical/dental care appears as a check box. Leave it blank.
- When creating a manual LOA state, "Medical/Dental Care – Emergency Only"

PART III
DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility

DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility. This deviation was directed by DoD Memorandum dated October 2007 and is required full text in Section I, "Clauses", of every solicitation and contract that exceeds $25,000, requires performance in CENTCOM AOR, and does **not** incorporate DFARS 252.225-7040.

CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

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

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance 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.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) 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 use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(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. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a local national or 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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war 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 United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to http://www.us.army.mil;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account at https://iel.kc.us.army.mil/spotregistration/.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at https://iel.kc.us.army.mil/spotracker.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

(3) 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 the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel 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 termination for default or cause.

(i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

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

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

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(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 Department of Defense and 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.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) 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.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.* 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 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(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 place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

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

(End of clause)

Theater Business Clearance

Award Notification

TBC Approval Date	Contract Type	Contract Agency	Office Name	DODAAC	PIIN	Award Amount	Award Date	Task Order #	KO Name	KO Phone	Requirement POC in I/A	Requirement POC Phone

Version #2(v2)

Theater Business Clearance

Award Notification

Dated: 13 Nov 07

Major Unit Supported	Description	POP Province	POP City	Vendor Name	Vendor Province	Is HN?	Scheduled Delivery Date	POP Start	POP End	POP	HN Employees (unarmed)
										0	
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Theater Business Clearance
Award Notification

US Employees (unarmed)	TCN Employees (unarmed)	HN Employees (armed)	US Employees (armed)	TCN Employees (armed)	Total Unarmed Employees	Total Armed Employees	Total Employees	SPOT complete?	Comments
					0	0	0		
					0	0	0		
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