The clauses listed herein are special requirements applicable to operations in the Kuwait AOR.
### Summary of Changes

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<td>1</td>
<td>Commander’s Critical Incident Report requirement is modified.</td>
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<td>2</td>
<td>Added NOTES to TBC Instructions including the requirement to input contract data into the SPOT system within 15 days after Final TBC approval.</td>
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<td>3</td>
<td>DFARS Clause 252.225-7039, CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (AUG 2011) has been added.</td>
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<td>4</td>
<td>DFARS Clause 252.225-7040, CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011) has been updated.</td>
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<td>6</td>
<td>DFARS Clause 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUEST AND RECEIVING REPORTS (MAR 2008) has been added.</td>
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<td>CJTSCC Special clause KSCR1-2 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011) has been edited in paragraphs “Violations” and “Remedies”.</td>
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<td>8</td>
<td>CJTSCC Special clause KSCR1-3 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND F OR PERSONAL PROTECTION (OCT 2011) has been revised.</td>
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<td>CJTSCC Special clause KSCR1-5 FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011) has been revised.</td>
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<td>10</td>
<td>CJTSCC Special clause KSCR1-7 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011) has been revised.</td>
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<td>CJTSCC Special clause KSCR1-10 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES (OCT 2011) has been revised.</td>
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<td>CJTSCC Special Clause KSCR1-18 CONTRACTOR MANPOWER REPORTING (OCT 2011)</td>
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<td>13</td>
<td>CJTSCC Special Clause KSCR1-19 SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT (OCT 2011) has been revised.</td>
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I. PURPOSE AND SCOPE

This guide provides Theater Business Clearance (TBC)/Contract Administration Delegation (CAD) information, guidance and instructions for non-CENTCOM Contracting Command (CJTSCC) Procuring Contracting Officers (PCOs) writing support contracts which require contractors to deploy to Kuwait.

(a) Theater Business Clearance (TBC).

(1) TBC is the process which provides Joint Force Commanders and the CENTCOM Contracting Commander visibility over all contracts and contractors performing work in their area of responsibility.

(2) TBC facilitates a common operating picture of contracted support in a Joint Operations Area, ensures that solicitations and contracts contain provisions to meet Commanders’ requirements, and assures that contractor personnel life support requirements are addressed and coordinated prior to arrival in theater. The importance of complying with the TBC policy cannot be overstated.

(b) Contract Administration Delegation (CAD).

(1) The CJTSCC CG is accountable for all contract administration of DoD Contracts written to support theater operations, as outlined in a memorandum by the Deputy Secretary of Defense. The CG executes this authority for non-CJTSCC awarded contracts by either delegating to DCMA or re-delegating back to the originator.

(2) Non-CJTSCC procuring contracting officers awarding theater support contracts that require contractor employees to deploy to theater are directed to coordinate with CJTSCC to ensure appropriate assignment of administrative contracting officer responsibility.

(3) The office administering the contract shall immediately use the CJTSCC Commander’s Critical Information Requirements (CCIR) report located on the CJTSCC training website to report: any incident occurring in the CENTCOM Area of Operations (AOR) that may attract General Officer, media, or Congressional-level attention; any serious injury or death of contractor personnel operating in the CENTCOM AOR; any serious injury or death occurring as a result of contractor performance in the CENTCOM AOR; or any protest or claim which has the ability to impact the CENTCOM mission. This report is no longer required for CJTSCC, but should be routed through the administering contracting officer’s organization.
II. APPLICABILITY

(a) TBC procedures apply to all contracts, equal to or greater than $1 million and are:

(1) Contracts awarded to non-Host Nation vendors that require contractor personnel to perform in Kuwait after November 1, 2010, for a period longer than 30 days. TBC applies even if the primary purpose of the contract is not performance in theater, such as field service representatives in support of program operations;

(2) Contracts that require delivery of material to Kuwait after November 1, 2010 under Freight On Board (FOB) Destination delivery terms using commercial transportation outside the Defense Transportation System; and/or

(3) Contracts, whether currently being performed or newly awarded that authorize contractor personnel, including subcontractors at all tiers, to carry weapons in Kuwait, regardless of contract end date.

(b) TBC does not apply to Foreign Military Sales (FMS) contracts.
III. TBC INSTRUCTIONS

THE TBC PROCESS FLOW
(a) PCO (external to CJTSCC) writes contract greater than $1 million to non-host nation vendor which requires supplies to be delivered to Kuwait or services/construction to be performed in Kuwait.

(b) PCO ensures the mandatory clauses (see Section IV of this document) are incorporated into the solicitation/contract.

(c) Using the steps below, PCO completely fills out TBC request and embedded tracker—ensuring all red fields and both forms are completely filled out.

(d) PCO submits the documents listed below (also listed in tracker, Row 17/18) for review and approval to g-cubed.tbc@conus.army.mil:
   (1) TBC Request and Tracker spreadsheet
   (2) SOW, Contract Terms & Conditions
   (3) Documents reflecting required clauses

(e) TBC staff member reviews the request and tracker spreadsheets and other submitted documents.
   (1) If information is incomplete or inaccurate, TBC staff member will:
      (i) Reject the TBC request package.
      (ii) Coordinate resubmission instructions with PCO.

   (2) If information is complete and accurate, TBC staff member will:
      (i) Enter TBC approval number in Row 1 of the TBC request spreadsheet.
      (ii) E-mail approved TBC request spreadsheet back to PCO.

(f) PCO enters TBC approval number from Row 1 of TBC spreadsheet when generating LOAs in SPOT.

NOTE 1: TBC approval numbers will be issued to the PCOs at the Preliminary and Final phases after TBC agents conduct their reviews. The Final TBC approval number will be input on the TBC Request & Tracker form, and used to obtain Letter(s) of Authorization (LOA) for deploying personnel. The Preliminary approval number which starts with the letter “P” is not for obtaining LOA - it is only for the contract file and TBC function tracking records.

NOTE 2: Contract registration, along with the assigned Final TBC approval number, should be input into the Synchronized Predeployment and Operational Tracker (SPOT) system NLT 15 days after the Final TBC approval number is assigned and notification provided to the submitting organization.
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INSTRUCTIONS FOR COMPLETING THE TBC REQUEST AND TRACKER SPREADSHEET

<table>
<thead>
<tr>
<th>STEP</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>To locate the most current version of TBC Request and Tracker go to CENTCOM website: <a href="http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html">http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html</a></td>
</tr>
<tr>
<td>2</td>
<td>Click on the CENTCOM portion of the map.</td>
</tr>
</tbody>
</table>

**Result**

A new browser window opens to the following site: [http://www2.centcom.mil/_layouts/AccessAgreement.aspx](http://www2.centcom.mil/_layouts/AccessAgreement.aspx)

<p>| 3    | Click “OK” to give consent/agreement for entry. |</p>
<table>
<thead>
<tr>
<th>STEP</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Result</td>
<td>CENTCOM Information Portal (CENTINAL) opens.</td>
</tr>
</tbody>
</table>

4 Locate and click on most current version of TBC Request and Tracker spreadsheet under the TBC - Kuwait section of the page:
STEP | ACTION
---|---
**Result** | TBC Request and Tracker spreadsheet opens.

INFO | There are four sections on the TBC Request (front page):

**Row 1** - This Row is for use by the TBC approver only. Once TBC request is approved and returned with the TBC approval number, the TBC number will be required to generate the LOA in SPOT.

**Row 5 through Row 16** - This top section is where all information related to the projected contract must be entered. **Ensure you include Agency/Office and Project Title in Row 5.**

(link to top)
**Rows 17 and Row 18** - This section includes the TBC Tracker link, clause legend and instructions for submitting TBC required documents.

**Row 21 through Row 42** - This section includes the up-to-date list of mandatory requirements/ clauses that must be included in any contract requiring TBC. Clause prescriptions are also included for informational purposes.

**INFO** Entering required data turns **red** cells **green**. **Fill in all red cells** with required information as per the below guidance:

- **Row 5**: Fill in Agency/Office and Project Title.
- **Row 6**: Insert solicitation or contract number, projected award date and estimated dollar value.
- **Row 7**: Tracking number of personnel projected to deploy helps the Ground Commander evaluate logistical requirements. Post award tracking of personnel will soon be replaced by the Synchronized Personnel Operational Tracker (SPOT).
<table>
<thead>
<tr>
<th>STEP</th>
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<tr>
<td>Row 8:</td>
<td>Armed contractors, including subcontractors, continue to be of high interest for both host nations and the U.S. Congress. Subcontracted local national security is important to identify as well. Separately identify those contractors armed for <em>self defense</em> as opposed to those that are armed for <em>protecting others</em>.</td>
</tr>
<tr>
<td>Row 9:</td>
<td>Command Structure evaluation of the project purpose helps ensure lessons learned are incorporated to preclude duplication and waste. Include impact of not being allowed to proceed.</td>
</tr>
<tr>
<td>Row 10:</td>
<td>Strategy for deploying personnel/Schedule for withdrawing personnel: information helps the Command leadership identify areas of conflict between contract strategy and operational strategy. <em>Ensure you clearly address this field in the request.</em></td>
</tr>
<tr>
<td>Row 11:</td>
<td>Insert the name of the requiring POC in Kuwait, their location and phone number. Regular coordination with the requiring POC and the Command personnel will ensure proper logistical and security support for arriving contractors.</td>
</tr>
<tr>
<td>Row 12:</td>
<td>Insert the name of the Official who approved billeting, dining, etc. (cannot be same as row 10). If not authorized billeting insert “N/A” in Row 11 red cell (see 252.225-7040 Table of Supplemental Guidance for POC information). <em>No final/award TBC will be granted without this information.</em></td>
</tr>
<tr>
<td>Row 13:</td>
<td>Insert a specific narrative that names the individual responsible for administration and technical oversight.</td>
</tr>
<tr>
<td>Row 14:</td>
<td>Identify specific contract administration tasks that must be conducted in theater regardless of who administers the contract. CJTSCC is responsible for all non-construction contract administration in Kuwait. The actual execution is conducted by either re-delegation to the originating PCO or delegation to DCMA, depending on risk-based analysis. Notwithstanding, the goal is to identify and execute optimal administration of all contracts including compliance with the COR assignment, CPARS, and Synchronized Predeployment Operational Tracker (SPOT) tracking, among other good administration practices.</td>
</tr>
<tr>
<td>Row 15:</td>
<td>Insert name of Procuring Contracting Officer, email and phone number.</td>
</tr>
<tr>
<td>Row 16:</td>
<td>52.228-3: Insert the name of the Contracting Officers responsible for DBA compliance. The Defense Base Act and War Hazard Insurance coverage is required for all employees for public works paid by US funds. This is defined as essentially any service or construction use of labor. The Contracting Officer must ensure that for all employees authorized to either deploy, or in the case of Local Nationals, begin work, coverage is in place. Coverage is similar to the proof of insurance form for car insurance. Including the policy number and billing address/phone in the SPOT comments section will assist the TBC process.</td>
</tr>
<tr>
<td><strong>STEP</strong></td>
<td><strong>ACTION</strong></td>
</tr>
<tr>
<td>----------</td>
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</tr>
<tr>
<td>NOTE</td>
<td>If your contract requires performance in more than one country, determine which country has the most impact and fill out that country's request and tracker. Once you have completely filled out the required information on the TBC request, click on the &quot;Additional Country TBC Data&quot; tab.</td>
</tr>
</tbody>
</table>

NOTE  If you require more than one Additional Country TBC Data Sheet simply add another sheet (before filling this one out) by right clicking on the “Additional Country TBC Data” tab. Then click “Move or Copy.”

**Result**  Move or Copy Menu opens. First click the “Create a copy” check block. Then select “(move to end).”
### STEP 6
**Result**
A second Additional Country TBC Data spreadsheet is added for you to fill out later.

### STEP 7
**Action**
Now go back to the first Additional Country TBC Spreadsheet.

**Click and select which country you are including on this sheet:**

### STEP 8
**Action**
Completely fill out the Additional sheet and any other additional sheets, as required.
Include the additional country's clause number and Title as applicable to your contract.
Include the page number where that country’s clause is located in the solicitation/RFP.

<table>
<thead>
<tr>
<th>#</th>
<th>CLAUSE NUMBER</th>
<th>CLAUSE TITLE</th>
<th>Clause location in SOY or RFP (Page #)</th>
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<tr>
<td>1</td>
<td>952.222-6001</td>
<td>OMBUDSMAN</td>
<td>27</td>
</tr>
<tr>
<td>STEP</td>
<td>ACTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Once you have filled out the additional sheets, if needed, go back to the TBC request (first tab of the spreadsheet).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Double-click on the embedded Tracker link to enter required information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Result</strong> TBC Tracker spreadsheet opens to the “Initial TBC input” tab. (*NOTE – If three tabs are not visible at the bottom click to expand the screen.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Fill in all information requested (red cells turn green when filled in) on “Initial TBC Input” tab. Information provided will carry into other tabs.</td>
<td></td>
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**NOTE**

If your contract requires performance in more than one country and you have filled in the “Additional Country TBC Data” sheet (steps 7 and 8), use additional lines on the embedded tracker spreadsheet to include the data that pertains to the additional country(ies).
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<td>12</td>
<td>When TBC Request/Tracker spreadsheet is complete, go back to TBC Request (first tab of spreadsheet) and see row 17/18 for instructions and documents required for submission.</td>
</tr>
</tbody>
</table>

**NOTE**

Incomplete submissions *cannot* and *will not* be processed. Ensure all request and tracker cells are green (and filled with required information) before submitting the request.

**Email**

c-cubed.tbc@conus.army.mil

Include:
1. This TBC Request and Tracker spreadsheet
2. SOW, Terms & Conditions
3. Documents reflecting required clauses
IV. TBC REQUIRED PROVISIONS AND CLAUSES

(a) Included are the current mandatory CJTSCC special clauses which are required in solicitations and contracts entering the TBC/CAD process. Clause prescriptions and additional guidance are included; however, only the clauses should be incorporated into the solicitation and/or award.

(b) The following clauses act as battlefield command orders to contractors in the battlespace. As such, contracts with outdated clauses must be modified and new clauses added as soon as is practicable.

FAR/DFARS CLAUSES

52.228-3 – WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

In accordance with FAR 28.309(b), FAR clause 52.228-3 shall be included in all solicitations and contracts for services and construction that require performance of the work in Kuwait. This also includes supply contracts if the contractor is required to conduct training and installation in Kuwait.

WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

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

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

(End of clause)

252.225–7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS

As prescribed in 225.370–6, insert the following clause in all solicitations and contracts to be performed in areas of contingency operations, which includes Iraq and Afghanistan:

CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS
(AUG 2011)

(a) Definition. Private security functions means activities engaged in by a contractor, including—
(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party; or

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) Requirements. The Contractor is required to—

(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204–19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD–12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211–7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL–STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (https://www.bpn.gov/iuid/);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211–7003 and DFARS 252.245.7001 and physically marked in accordance with MIL–STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (https://www.bpn.gov/iuid/); and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;
(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Combat Operations, or Other Significant Operations, at http://www.dtic.mil/whs/directives/corres/pdf;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Cooperate with any Government authorized investigation by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government—

(1) 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. Required Contractor actions include—

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and
(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor’s failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance;

(3) If this is an award-fee contract, the Contractor’s failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor’s performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period; and

(4) This contract may be terminated for default if the Contractor fails to comply with the requirements of paragraph (b) of this clause or, if directed by the Contracting Officer, fails to remove or replace, at its own expense, any of its personnel who violate the requirements of paragraph (b) of this clause.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Commander.

(End of Clause)

252.225-7040 – CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

In accordance with 225.7402-5(a), DFARS clause 252.225-7040 shall be included in full text in all solicitations and contracts which requires contractors to deploy to Kuwait.

NOTE: This is perhaps the most important clause for contractors performing in Kuwait. All previous versions are superseded. Ensure the current version is used and modify existing contracts whenever this clause is updated.

The clause consists of Paragraphs (a) through (q). The table below lists the paragraphs that require the Contracting Officer to provide supplemental information. The remaining paragraphs in this clause require no additional information. CJTSCC mandatory language can be cut and pasted to solicitation and contract documents from this guide.

The following Table includes tips for completing the specific support options when deploying contractors to Kuwait; it is not mandatory to include the following language verbatim. It is instructional guidance for consideration by the Program Manager or contract specialist.
<table>
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<tr>
<th>PARA REF</th>
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| (c)(1)  | Support - Contractor Security | The Procuring Contracting Officer (PCO) must include in the contract the level of protection to be provided to contractor personnel. | PCO must coordinate with in-theater customer to determine security needs.  
PCO must add language to SOW,  
C3 does not have mandatory language. | Case by case |
| (c)(2)  | Support - Medical Care | Contractor medical treatment limited to resuscitative and stabilization care only.  
Emergency medical care provided to any employee with Letter of Authorization (LOA) even if not specified. | When creating SPOT LOA do not authorize routine medical/dental care.  
Leave medical/dental care check box blank.  
Other medical care must be specified in SOW.  
Other Medical Care requires waiver from CENTCOM Surgeon General, coordinated by CENTCOM Med POC - DSN 312-651-6397  
CENTCOM Command Judge Advocate. CJA - DSN - 318-485-3671 | |
| (c)(3)  | Support - Personnel | PGI 225.7402-3 lists support that may be authorized or required when contractor personnel are supporting U.S. operations (i.e.: office space, communication services, equipment, billeting and dining facilities).  
Contractor is responsible for all personnel support unless identified in SOW.  
Billeting is not authorized in Kuwait. | SOW must clearly identify all Govt-provided support to contractor personnel.  
C3 does not have mandatory language.  
Coordinate support with in-theater Contracting personnel (enter on TBC Request Line 11. No TBC will be approved w/o this coordination.) | CENTCOM Med POC - DSN 312-651-6397  
CJA - DSN - 318-485-3671  
408th CSB PARC-SWA, Camp Arifjan  
DSN 318-430-3740, 3747 or 3648 |
| (c)(4)  | Support - Letter of Authorization | CENTCOM FRAGO 09-1451 mandates SPOT-generated LOA.  
No Contractor personnel authorized entry into theater for more than 30 days w/o SPOT-generated LOA. | Every contractor requiring identification badge requires SPOT-generated LOA.  
PCO must authorize contractor privileges, support and authorization to use facilities (identified in the SOW) on the LOA. | N/A |
| (j)     | Weapons | PCO must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense. | | N/A |

252.225-7040 Table of Supplemental Guidance. (link to instructions)

**CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)**

(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.

(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.

(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.

(3) 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.

(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.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) 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.

(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.);

(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.

(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.

(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 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.

(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.

(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; or

(3) Other military operations or military exercises, when designated by the Combatant
Commander.

(End of clause)
(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://spot.altess.army.mil/privacy.aspx

(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://spot.altess.army.mil/privacy.aspx

(v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or spot.helpdesk@us.army.mil

(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)
As prescribed in 232.7004, use the following clause unless one of the exceptions at 232.7002(a) applies:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when-

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of Clause)

LOCAL INSTRUCTIONS

KSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (NOV 2010)

Shall be included in all services or construction contracts which require performance in Kuwait.

ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY, 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 KSCR1-5, 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 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.

(End of Clause)

KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)

Shall be included in all services or construction contracts which require performance in Kuwait. This mandated requirement augments FAR Clause 52.222-50 "Combating Trafficking in Persons" Alternate I. By Reference, include FAR 52.222-50 and the following:

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)

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.

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.
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.

**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 at no cost to the USG:

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.

(End of Clause)
directives applicable to the use of private security personnel in Kuwait, including USCENTCOM and USARCENT 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 U.S. Armed Forces.

(2) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;


(b) **Required Contractor Documentation:** Contractors and their subcontractors that require arming approval shall provide the following to the ACO/COR.

(c) **Armed Contractor Employee Documentation:** Contractor shall maintain documentation on each employee who will be armed under this contract that they have received the following training:

(1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by the Department of the Army Weapons Qualification Standard or as approved by the ASG-KU Commander; Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the ASG-KU Provost Marshal SOP and USARCENT Policy; Distinction between the above-prescribed RUF and the Rules of Engagement (ROE).

(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 copy of a business license from the Kuwaiti Ministry.

(4) One copy of an operating license (or a temporary operating license) from the Kuwaiti Ministry.

(5) Records pertaining to this certification are inspectable items by the USG without notice.

(d) **Security Communications Plan.** Contractor shall provide a communications plan that, at a minimum, sets forth the Following:

(1) Contractor’s method of notifying military forces and requesting assistance where hostilities arise or combat action is needed.
(2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.

(3) How the Contractor shall coordinate transportation with appropriate military authorities.

(e) **Background Checks & Plan.** Contractor shall maintain and develop an acceptable plan for accomplishing background checks on all personnel who will be armed under this contract. The Contractor shall ensure all subcontracts contain provisions to this effect and shall audit any subcontractor for compliance with this provision on a regular basis, but no less than quarterly. The Contractor shall, at a minimum, perform the following:
   (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.

   (2) Verify with ASG-KU PMO that no employee has been barred by any commander within CENTCOM.

   (3) 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.

   (4) The Contractor shall furnish verification that each employee has passed the above listed checks to the ACO and COR monthly.

(f) **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the PCO, ACO and COR:

(g) **Penalties for Non-Compliance.** Failure of the Contractor or subcontractor employees 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 employees. 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.

(h) **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 USG and Host Nation prosecution and civil liability. Host Nation refers to the nation or nations where services under this contract are performed.

(i) **Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within 12 months of the last training date will constitute a lapse in the employees 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 PCO, ACO, or COR determines that the retraining is sufficient.

(j) **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 Government-approved weapons and ammunition for which they are qualified.

(2) Carry weapons ONLY when on duty or at a specific post.

(3) Not conceal any weapons, unless specifically authorized by the ASG-KU PMO.

(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.

(5) Not consume any alcoholic beverage or medication that may affect the ability to execute mission while armed or within eight hours of the next work period where they will be armed.

(k) Rules for the Use of Force (RUF). In addition to the RUF training, the contractor and its subcontractors at all tiers shall 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, but 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 dignity and respect.

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

(l) Retention and Review of Records. Contractor and all subcontractors at all tiers shall maintain records on weapons training, Law of Armed Conflict (LOAC), RUF, and the screening of employees for at least six months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the PCO, COR, and ACO or designated representative, at no additional cost to the USG, within 72 hours of a request.

(m) Armed Personnel Quarterly Report. The prime contractor will report quarterly, (NLT 1 January, 1 April, 1 July, and 1 October for each quarter of the calendar year) to the PCO, COR, and ACO responsible for this contract, and any other organization designated by the PCO, COR, and ACO, 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.
(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.

(4) Contractors shall provide an initial report of all weapons firing incidents to the Provost Marshal (PM) and shall submit a written report to a PM within 48 hours.

(5) The initial report shall 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 PM within 24 hours. Reports shall be submitted to the PMO Operations Section (or as otherwise directed).

(6) Contractors shall also provide first aid and request MEDEVAC of injured persons, and remain available for USARCENT response forces based upon the situation. In the event contractor personnel are detained by USG or USARCENT 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 PM.

(End of Clause)

KSCR1-4 – ARMED PERSONNEL INCIDENT REPORTS (AUG 2010)

Shall be included in all solicitations and contracts for service or construction that include arming requirements with performance in Kuwait. This is a flow-down requirement and must be included in any subcontractor contracts that include arming.

ARMED PERSONNEL INCIDENT REPORTS (AUG 2010)

(a) All contractors and subcontractors supporting ARCENT in the Kuwait area of operations shall comply with and shall ensure that their personnel are familiar with and comply with all applicable orders, directives, and instructions issued by the respective Commanders relating to force protection and safety.

(b) Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-SWA DSN: 318-430-5926. Information should 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. The PARC-SWA in coordination with the JOC will issue guidance for further reporting requirements.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. 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 contractor’s name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End of Clause)
FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011)

(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 >/= 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; un repaired hernia; tracheostomy or aphonia; renalithiasis, current; 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. 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.

(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/fy2011.html](http://comptroller.defense.gov/rates/fy2011.html) (change fiscal year as applicable).

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

Shall be included in all contracts with place of performance in Kuwait.

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.

(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.

(End of Clause)

KSCR1-7 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

Shall be included in all service and construction contracts with place of performance in Kuwait.

MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

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).
(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 252.22.-7995 (Deviation 2011-O0004).

(End of Clause)
KSCR1-8 – CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)

Shall be included in all contracts (with completed information) providing supplies to be delivered to Kuwait.

CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)

(a) CONTRACTOR DELIVERY LOCATION: __________________________

(b) POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:

NAME: __________________________________________
PHONE NO: ______________________________________
EMAIL: __________________________________________

(c) FINAL DELIVERY DESTINATION: ______________________________

(d) POINT OF CONTACT AT FINAL DESTINATION: ______________________________

NAME: __________________________________________
PHONE NO. ______________________________________
EMAIL: __________________________________________

(e) SHIPPING METHOD: Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) KUWAIT CUSTOMS CLEARANCE: Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

CUSTOMS POINT OF CONTACTS:

DHA Customs Office
Bldg 216 room 104
Camp Arifjan-Kuwait
Office: DSN 011-965-2-389-2417 or 5978

(g) Custom Exempt Contract: The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay
required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) Contractor Transportation: All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

1. Shipments of Materials: All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

2. Contractor's Responsibilities: The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

   (i) Invoice. (Include a copy in Arabic)
   (ii) Bill of Lading.
   (iii) Certificate of Origin.
   (iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
   (v) Serial number or model number of shipment items.

3. Physical Handling of Materials: The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

(End of Clause)

KSCR1-9 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2010)

Shall be included in all contracts that require delivery of weapons to Kuwait. This includes security service contracts when the contractor will be shipping weapons into country.

SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2010)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)
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.

(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.

(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.

(End of Clause)

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

Shall be included in all contracts for services or construction to incorporate the level of support that will be provided to the contractor by the Government. Ensure that this is added even if no support will be provided and mark the box that indicates “None.”

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

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

Third-Country National (TCN) Employees

☐ APO/FPO/MPO/Postal Services  ☐ DFACs(Access Only – Contractors Must Pay For Meals)
☐ Authorized Weapon  ☐ MILAIR
☐ MWR  ☐ Transportation
☐ Resuscitative Care  ☐ Mil Issue Equip
☐ Controlled Access Card (CAC)/ID Card  ☐ Military Banking (Finance/Eagle Cash)
Local National (LN) Employees

- APO/FPO/MPO/Postal Services
- Authorized Weapon
- MWR
- Resuscitative Care
- Controlled Access Card (CAC)/ID Card
- Commissary
- Dependents Authorized
- None
- DFACs (Access Only – Contractors Must Pay For Meals)
- MILAIR
- Transportation
- Mil Issue Equip
- Military Banking (Finance/Eagle Cash)
- Military Clothing
- Military Exchange
- 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.

(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.

(End of Clause)
Military Extraterritorial Jurisdiction Act (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 contractors 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 employees 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 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).

(End of Clause)
KSCR1-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS (AUG 2010)

Shall be included in all contracts with place of performance in Kuwait.

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 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
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

(End of Clause)

KSCR1-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT (AUG 2010)

Shall be included in all contracts with place of performance in Kuwait.

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.

(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
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 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

**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.

(End of Clause)

**KSCR1-15 – PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)**

*Upon award, the contractor is required to provide training to all workers who will perform on the US base Camps in Kuwait. Certification of this training must be provided to the Government prior to performance and will be updated annually.*

**PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)**

(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.

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 Defense’s 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.

(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.

(End of Clause)
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.

(End of Clause)
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 is 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.

(End of Clause)
military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

1. Official language and type of accounts required to satisfy the officials of the Local Government.
2. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
3. Passports, health and immunization certificates, and quarantine clearance.
4. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
5. Strikes, demonstrations and work stoppage.
6. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
7. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
8. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
9. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
11. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
12. Sales within the host country of Contractor-owned materials, and equipment.
13. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
14. Identification and/or registration with local police of imported personnel.
15. Stamp tax on documents, payments and payrolls.
16. Base passes for permanent staff, day laborers, motor vehicles, etc.
17. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

**Local Standards:** Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for
resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

Applicable Publications and Standards: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

- Ministry of Electricity and Water (MEW) R-1: Regulations for Electrical Installations (latest issue)
- Ministry of Electricity and Water (MEW) S-1: General Specification for Electrical Installation (latest issue)
- Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations
- BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters – Specifications for 13 A switched and unswitched socket-outlets
- BS 7671 (1997, Amd 2) Requirements for Electrical Installations
- INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)
- IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar – Part 2.5: Particular requirements for shaver transformers and shaver supply units.

Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait
Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
   (1) “The minimum requirements of United States’ National Fire Protection Association (NFPA) 70,
   (2) 2011 National Electrical Code (NEC),
   (3) American National Standards Institute (ANSI) C2, and

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) 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.

(f) The following internet links provide access to some of these standards:

   UFC:  http://65.204.17.188/report/doc_ufc.html
   NFPA 70:  http://www.nfpa.org
   NESC:  http://www.standards.ieee.org/nesc

Contractor Health and Safety:
(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. 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 2011 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 2011 can be found on the following link http://www.nfpa.org.

Safety of Facilities, Infrastructure and Equipment for Military Operations:
(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—

- Fire protection;
- Structural integrity;
- Electrical systems;
- Plumbing;
- Water treatment;
- Waste disposal; and
- Telecommunications networks.

(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.

(End of Clause)