Additional OCONUS Requirements

For

AMCOM Field Maintenance (AFM) – East Region

Additional OCONUS Requirements (East)

Attachment 0009
Revision: 10 Mar 2026
W58RGZ-26-R-0008

Change History

Revision	Changes

Table of Contents **Page**

Summary 2
1. General Requirements 3
2. Employment of Third Country Nationals 3
3. Germany Specific Requirements 3
4. Contingency Theater Specific Requirements 4

Summary: This document defines the specific requirements for RASM-East OCONUS. These are in addition to Attachment 0001 Performance Work Statement (PWS).

Additional OCONUS Requirements (East)

1. General Requirements

1.1. Contractors shall not permit an employee suspected of a serious offense or violating the rules for the Use of Force to depart country without approval from the senior United States Commander in the country.

1.2. Contractor employees shall maintain on hand and be able to present for review any Government issued credentials and identification cards. Upon termination of services of any employee the Contractor shall notify the COR and turn in all Government credentials issued to that employee.

1.3. When any area is identified as hazardous by the Department of State during the life of this Contract, a separate rate will be negotiated by the PCO IAW the rates published by the Department of State for performance in that area.

1.4. When Contractor employees are in areas identified as hazardous or combat zones, the Government may restrict contractor employee's movement and require movement by government transportation only.

1.5. Prior to departing for OCONUS sites, the Contractor shall have their toolbox inventoried to ensure the correct types and amounts of tools appropriate to the skill set are included. Tools shall be in compliance with Attachment 0001 PWS, paragraph 4.7. Once the inventory is completed, the box shall be packaged and shipped to the Contractor's duty location. The Contractor shall not bring personal TMDE tools.

1.6. Contractor shall adhere to DoD Instruction 3020.41 Operational Contract Support

1.7. Contractor shall utilize DoD Directive 4500.54E Foreign Clearance Program (https://apacs.milcloud.mil/fcg/loginForm.cfm)

2. Employment of Third Country Nationals

2.1. The Contractor shall employ indigenous personnel, Third Country Nationals (TCN), whenever it is practicable, feasible, and an economical advantage to the Government or as directed by the COR or host country legal requirements. The Contractor shall operate IAW DoDI 1400.25 Volume 1231 and any other limitations imposed by the theater or base commander where the work is to be performed. The Contractor shall follow the requirements in PWS paragraphs 4.1 and 2.8.6 when TCN are employed. Employment of TCN, either individual employees or firms, shall be subject to approval of the PCO or COR. The Contractor shall comply with all labor laws applicable for the use of indigenous personnel as employees.

2.2. Labor rates for indigenous personnel and Third Country Nationals (TCN) within the country involved shall be negotiated between the PCO and the Contractor. The PCO will administratively establish the approved wage schedule without further revision of the Contract. When TCN are substituted for OCONUS labor, the total cumulative labor costs including benefits, direct or otherwise imposed by the foreign government, will not exceed the estimated cumulative comparable costs including labor, travel, and per-diem for OCONUS unless otherwise determined by the PCO to be in the best interests of the Government. The Contractor shall assume full responsibility for the payment of such benefits to the foreign Government concerned, which are in the existence on date of this Contract or effected prior to the establishment of a firm rate for the TCN personnel. The Contractor shall indemnify the Government of the United States against liability or for any charges resulting from the employment of TCN of neighboring countries.

3. Germany Specific Requirements

3.1. The Contractor shall provide a Program oversight for Germany area operations as defined in Contract Attachment 0001 AFM Performance Work Statement and Attachment 0004 Areas of Responsibilities & Missions and Capabilities by Location.

3.2. The Contractor shall coordinate and ensure the provision of security badges required to allow Contractor personnel access to designated workspaces.

Additional OCONUS Requirements (East)

3.3. The Contractor shall comply with all applicable security requirements, abide by direction given by Military Police or other security personnel, and adhere to installation traffic laws.

3.4. Performance of work will require access to classified information or equipment, see PWS paragraph 4.1.1. Security Requirements.

3.5. All Contractor personnel onsite shall be properly annotated in Joint Personnel Adjudication System (JPAS).

3.6. All employees not covered under a NACI background check requirements (European Union Citizens or United States Citizens working under European Union Laws) shall pass local German / NATO or European Union background checks before being allowed to work under this PWS.

3.7. The Contractor shall ensure all Contractor employees have received a favorable background check prior to work being performed under this PWS, at no cost to the Government.

3.8. The Contractor shall be responsible for transference and maintenance of employees' NACI.

3.9. Common Access Card (CAC) for Analytical Support (AS), Technical Expert (TE), or Troop Care (TC) Designations

3.9.1. The Contractor shall provide TE/TC/AS personnel per AE Regulation 715-9 and the Agreements of 27 March 1998, and the Agreements of 29 June 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO Status of Forces Agreement.

3.9.2. The Contractor shall submit applications through DoD Contractor Personnel Office (DOCPER) and coordinate employee processing to ensure all German requirements are met.

3.9.3. The DOCPER website in Contract Attachment 0005 Government Enterprise Resource Planning/ Material Requirements Planning (ERP/MRP), Hyperlink and Email Addresses.

3.10. Germany Vehicle/Equipment Operator Licensing Requirements

3.10.1. The Contractor shall follow the Army in Europe and Africa Regulation 190-1, Driver and Vehicle Requirements and the Installation Traffic Code for the U.S. Forces in Germany.

3.10.2. The Contractor shall ensure that employees operating vehicles and equipment on host nation roads (off base/facility) are properly licensed to operate all ground support equipment and have an International Driver's License if traveling outside of Germany.

3.10.3. Prior to being allowed to operate any Government vehicle, the Contractor shall provide documented operator qualifications to the COR per DoDI 4500.36.

3.10.4. The Contractor shall document all operator training and qualifications and make available upon request from the Government, see PWS paragraph 2.8. Training.

3.11. Contractors shall follow Army in Europe and Africa Regulation 55-4, Safe Movement of Dangerous Goods by Surface Modes, when transporting HAZMAT.

4. Contingency Theater Specific Requirements

4.1. Logistics Support for Contractor Personnel

4.1.1. The Government will make available within the overseas theaters, subject to the individual capability limitations of the bases therein and the approval of the respective Theater/Base Commanders, certain logistics support. Such support may include the following items for Contractor personnel: quarters (adequate government quarters may be considered a tent), messing (including commissary), communications, banking, postal service, laundry, dry cleaning, on-base recreation, vehicle registration, base service station, base exchange, club privileges, medical and dental facilities. These support elements will be identified under special clause 5152.225-5908, Government Furnished Contractor Support.

4.2. Synchronized Pre-deployment and Operational Tracker (SPOT)

4.2.1. The Contractor shall maintain personnel deployed by name accountability within SPOT and IAW DoDI 3020.41.

4.2.2. The website for SPOT is located in Contract Attachment 0005 ERP/MRP, Hyperlinks and Email Addresses.

Additional OCONUS Requirements (East)

4.2.3. All Contractors operating in the Theater AOR shall have a valid SPOT Letter of Authorization/Identification (LOA/LOI) in possession.
4.2.4. The Contractor shall send the LOA/LOI to the Theater Command, as directed by COR, for signature then onward to the PCO.
4.2.5. The SPOT LOA/LOI shall include a travel fund code.

4.3. CAC for Theater Contract Personnel

4.3.1. All Contractors operating in the 1st Sustainment Command (Theater) AOR shall have a valid CAC in their possession.
4.3.2. The card is obtained through the Contractor Verification System found at Defense Manpower Data Center (DMDC), see Contract Attachment 0005 ERP/MRP, Hyperlink and Email Addresses for the website.
4.3.3. The Contractor's shall send a list of new hires (including full name, date of birth, and social security number) to the USARCENT Project Officer.
4.3.4. Once approved, the Contractor shall proceed to the nearest ID card facility to receive the CAC.

4.4. CONUS Replacement Center (CRC) Attendance

4.4.1. The Contractor shall have SPOT LOA/LOI, see paragraph 4.3.3, to obtain a CONUS Replacement Center (CRC) reservation.
4.4.2. All Contractors deploying to and re-deploying from theaters of operations shall process through the CONUS Replacement Center (CRC) Ft. Bliss Texas, or other approved Individual Deployment Site (IDS).
4.4.3. Contractors shall coordinate with the IRDO to schedule training and reserve Government provided air transportation.
4.4.4. The website for CRC Ft. Bliss is located in Contract Attachment 0005 ERP/MRP, Hyperlink and Email Addresses.

4.5. Kuwait Civil Identification (ID)

4.5.1. Contractors working in Kuwait for more than one hundred-twenty days must obtain a civil identification (ID) card.
4.5.2. Civil ID cards are issued by PACI, the Public Authority for Civil Information.
4.5.3. The website information can be found in Contract Attachment 0005 ERP/MRP, Hyperlink and Email Addresses.

4.6. The Contractor shall be required to perform Re-Arming of AH-64, OH-58 and MD-500 model aircraft. This can include cold or hot re-arm IAW ATP 3-04.94 (FM 3-04.104) and approved procedures. This may include maintaining accountability of munitions provided at each FARP location.

Additional OCONUS Requirements

For

AMCOM Field Maintenance (AFM) – West Region

Additional OCONUS Requirements (West)

Attachment 0009
Revision: 10 Mar 2026
Contract: W58RGZ-26-R-0008

Change History

Revision	Changes

Table of Contents **Page**

Summary 2
1. General Requirements 3
2. Employment of Third Country Nationals 3
3. Korea Specific Requirements 3
4. Host Nation Driver's License 4
5. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. – REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA) 4
6. CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK) 7

Summary: This document defines the specific requirements for RASM-West OCONUS.

Additional OCONUS Requirements (West)

1. General Requirements

1.1. Contractors shall not permit an employee suspected of a serious offense or violating the rules for the Use of Force to depart country without approval from the senior United States Commander in the country.

1.2. Contractor employees shall maintain on hand and be able to present for review any Government issued credentials and identification cards. Upon termination of services of any employee the Contractor shall notify the COR and turn in all Government credentials issued to that employee.

1.3. When any area is identified as hazardous by the Department of State during the life of this Contract, a separate rate will be negotiated by the PCO IAW the rates published by the Department of State for performance in that area.

1.4. When Contractor employees are in areas identified as hazardous or combat zones, the Government may restrict contractor employee's movement and require movement by government transportation only.

1.5. Prior to departing for OCONUS sites, the Contractor shall have their toolbox inventoried to ensure the correct types and amounts of tools appropriate to the skill set are included. Tools shall be in compliance with Attachment 0001 PWS, paragraph 4.7. Once the inventory is completed, the box shall be packaged and shipped to the Contractor's duty location. The Contractor shall not bring personal TMDE tools.

1.6. Contractor shall adhere to DoD Instruction 3020.41 Operational Contract Support

1.7. Contractor shall utilize DoD Directive 4500.54E Foreign Clearance Program (https://apacs.milcloud.mil/fcg/loginForm.cfm)

2. Employment of Third Country Nationals

2.1. The Contractor shall employ indigenous personnel, Third Country Nationals (TCN), whenever it is practicable, feasible, and an economical advantage to the Government or as directed by the COR or host country legal requirements. The Contractor shall operate IAW DoDI 1400.25 Volume 1231 and any other limitations imposed by the theater or base commander where the work is to be performed. The Contractor shall follow the requirements in PWS paragraphs 4.1 and 2.8.6 when TCN are employed. Employment of TCN, either individual employees or firms, shall be subject to approval of the PCO or COR. The Contractor shall comply with all labor laws applicable for the use of indigenous personnel as employees.

2.2. Labor rates for indigenous personnel and Third Country Nationals (TCN) within the country involved shall be negotiated between the PCO and the Contractor. The PCO will administratively establish the approved wage schedule without further revision of the Contract. When TCN are substituted for OCONUS labor, the total cumulative labor costs including benefits, direct or otherwise imposed by the foreign government, will not exceed the estimated cumulative comparable costs including labor, travel, and per-diem for OCONUS unless otherwise determined by the PCO to be in the best interests of the Government. The Contractor shall assume full responsibility for the payment of such benefits to the foreign Government concerned, which are in the existence on date of this Contract or effected prior to the establishment of a firm rate for the TCN personnel. The Contractor shall indemnify the Government of the United States against liability or for any charges resulting from the employment of TCN of neighboring countries.

3. Korea Specific Requirements

3.1. Contract personnel shall meet requirements as outlined in United States Forces Korea (USFK) Regulation 700-19 to qualify as an invited Contractor, specifically contingency operations clause.

3.2. All contract personnel shall accomplish all Theater specific training requirements IAW USFK Regulation 350-2.

3.3. See Contract Attachment 0005, Government Enterprise Resource Planning/Material Requirements Planning (ERP/MRP), Hyperlinks and Email Addresses paragraph 15.2. for the United States Forces Korea (USFK) Regulations website.

Additional OCONUS Requirements (West)

4. Host Nation Driver's License

4.1. The Contractor shall ensure that employees are trained and properly licensed to operate all ground support equipment, have a valid Driver's License when required to drive on host nations roads (off base), and have an International Driver's License if traveling outside of host nation.

5. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. – REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)

5.1. Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) USFKI 4901.01, which can be found under the "publications" tab on the U.S. Forces Korea homepage at http://www.usfk.mil.

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

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which U.S. forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Office of Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third-Country contractors under the (IC) and (TR) Program (USFKI 4901.01).

"Responsible Officer (RO)" means a DoD employee (such as a military E5 and above or civilian GS-7/KGS-07 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

5.1.2. (b) IC or TR status under the SOFA is subject to the written approval from the Office of Acquisition Management, USFK (FKAQ), Unit #15289, APO AP 96271-5289.

5.1.3. (c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFKI 4901.01. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

5.1.4. (d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFKI 4901.01. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property (GFP) or transferred on a reimbursable basis.

5.1.5. (e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts IAW the SOFA.

5.1.6. (f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK instruction(s) pertaining to the direct employment and personnel administration of Korean National personnel.

Additional OCONUS Requirements (West)

5.1.7. (g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases, in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

5.1.8. (h) Invited contractors and technical representatives agree to cooperate fully with the USFK SA and RO on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFKI 4901.01.

5.1.9. (i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

5.1.10. (j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

5.1.11. (k) IC/TR status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK instructions.

5.1.12. (l) It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFKI 4901.01, Enclosure A, paragraph 4 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

5.1.13. (m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized 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 or emergency dental 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 theater of operations under this contract.

5.1.14. (n) Compliance with laws and directives. The Contractor shall comply with, and shall ensure that, its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause 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) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e., “offlimits”), prostitution and human trafficking and curfew restrictions.

5.1.15. (o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

5.1.16. (p) Evacuation.

(1) If the COMUSK orders a non-mandatory or 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) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

5.1.17. (q) 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 missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

5.1.18. (r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DoD

Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

5.1.19. (s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

6. CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

6.1. (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in-

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

6.1.1. (c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized 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 theater of operations under this contract.

6.1.2. (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

6.1.3. (e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

6.1.4. (f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, 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;

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

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

6.1.5. (g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S–ROK SOFA’s Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

6.1.6. (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 clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. 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 and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

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

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

Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(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 clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency 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.

6.1.7. (j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

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

(i) Are adequately trained;

(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 COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK 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.

6.1.8. (k) Evacuation.

(1) 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.

6.1.9. (l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

6.1.10. (m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

6.1.11. (n) 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 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.

6.1.12. (o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

6.1.13. (p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.