



ACQUISITION
AND SUSTAINMENT

OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

In reply refer to
DARS Tracking Number: 2021-O0004

MEMORANDUM FOR COMMANDER, UNITED STATES CYBER
COMMAND (ATTN: ACQUISITION EXECUTIVE)
COMMANDER, UNITED STATES SPECIAL OPERATIONS
COMMAND (ATTN: ACQUISITION EXECUTIVE)
COMMANDER, UNITED STATES TRANSPORTATION
COMMAND (ATTN: ACQUISITION EXECUTIVE)
DEPUTY ASSISTANT SECRETARY OF THE ARMY
(PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE NAVY
(PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE
(CONTRACTING)
DEFENSE AGENCY AND DOD FIELD ACTIVITY DIRECTORS

SUBJECT: Class Deviation—Requirements for Contractor Personnel Performing in the U.S.
Southern Command Area of Responsibility

Effective immediately, this class deviation rescinds and supersedes class deviation 2014-00016. Contracting officers shall use the attached clause in lieu of the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts that require performance in the U.S. Southern Command (USSOUTHCOM) area of responsibility.

This deviation continues to support USSOUTHCOM operational requirements and helps implement the President's March 13, 2020, "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak."

Specifically, in addition to continued operational requirements, this class deviation implements critical combatant commander requirements for contracts supporting USSOUTHCOM, as follows—

- Recertification of medical fitness for medical suitability screening;
- Requirements for Synchronized Predeployment and Operational Tracker data for contractor personnel support and tracking; and
- Personnel recovery requirements.

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This class deviation remains in effect until incorporated in the DFARS or until otherwise rescinded. My point of contact is Lt Col Karen Landale, who may be reached at 571-372-8778 or at karen.a.landale.mil@mail.mil.

John M. Tenaglia
Principal Director,
Defense Pricing and Contracting

Attachments:
As stated

**252.225-7987 Requirements for Contractor Personnel Performing in the
U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)**

Use this clause, in lieu of the clause at Defense Federal Acquisition Regulation Supplement 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts that require contractor performance in the U.S. Southern Command area of responsibility.

**REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN THE
U.S. SOUTHERN COMMAND AREA OF RESPONSIBILITY
(DEVIATION 2021-O0004) (FEB 2021)**

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

“The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR)” is as defined in the Foreign Clearance Guide, <https://www.fcg.pentagon.mil>.

(b) *General.*

(1) Contract performance in support of U.S. Armed Forces 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 conditions.

(2) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(3) The applicable agreements and arrangements set forth whether Contractor personnel are subject to host-nation jurisdiction for prosecution or civil liability stemming from inappropriate use of force. Contractor personnel may also be subject to U.S. prosecution and civil liability for inappropriate use of force.

(c) *Support.*

(1) U.S. citizen and third country national (TCN) Contractor personnel must have in their possession a letter of authorization generated in the Synchronized Predeployment and Operational Tracker (SPOT) and signed by the Contracting Officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization identifies any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

(d) *Requirements for travel to, from, or within the USSOUTHCOM AOR.* The Contractor shall ensure that the following requirements are met prior to Contractor personnel travel and performance in the USSOUTHCOM AOR and maintained

throughout the duration of the contract. Specific requirements for each category are as outlined in the contract.

(1) All required security and background checks are complete and acceptable (applies to U.S., TCN, and local national (LN) personnel).

(2) The Contractor shall ensure personnel complete annual USSOUTHCOM human rights awareness training identified in SOUTHCOM (SC), SC Regulations 1-20, Human Rights Policy and Procedures, and 51-1, DoD Leahy Law Reporting Procedures, at <https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>, and understand their obligation to respect and protect human rights, and to immediately report all suspected gross violations of human rights, including suspected incidents of trafficking in persons (applies to U.S., TCN, and LN personnel) through the Contracting Officer's Representative (COR) and Contracting Officer.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to or within the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen through the Armed Forces Repository of Specimen Samples for the Identification of Remains at <https://health.mil/Military-Health-Topics/Combat-Support/Armed-Forces-Medical-Examiner-System/DoD-DNA-Registry/Repository-of-Specimen-Samples-for-the-Identification-of-Remains#:~:text=The%20Armed%20Forces%20Repository%20of,retrieval%20for%20human%20remains%20identification.> In addition, U.S. citizen Contractor personnel shall comply with the requirements of DoD Instruction (DoDI) 3020.41, Operational Contract Support, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen Contractor personnel and TCN Contractor personnel traveling to, from, or within the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at <https://www.fcg.pentagon.mil> and must have all necessary passports, visas, and other documents required to enter, exit, or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s).

(5) Special area, country, and theater clearance must be obtained for U.S. citizen Contractor personnel and TCN Contractor personnel traveling to, from, or within the USSOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program, at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/450054E.pdf?ver=2019-02-04-122604-257>. For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) Provide to all U.S. citizen Contractor personnel and TCN Contractor personnel personal security training. At a minimum, the training shall—

(i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;

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

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

(7) All U.S. citizen DoD-sponsored Contractor personnel must comply with current force protection, personnel recovery, and theater entry requirements as provided in DoDI 3020.41; DoDI 3002.03, DoD Personnel Recovery – Reintegration of Recovered Personnel; DoDI O-3002.05, Personnel Recovery (PR) Education and Training; the DoD Foreign Clearance Guide at <https://www.fcg.pentagon.mil/>; and current USSOUTHCOM guidance prior to travel to the USSOUTHCOM AOR. U.S. citizens who become DoD-sponsored Contractor personnel while already residing in the USSOUTHCOM AOR must also comply with the requirements listed in this paragraph. All U.S. citizen Contractor personnel must complete the following:

(i) Anti-Terrorism Level 1 Training course available at <https://jkodirect.jten.mil> (log in and search for the course on the Course Catalog tab via the number or key word, enroll, and launch). Anti-Terrorism Level I training must be completed within 12 months prior to entry into the USSOUTHCOM AOR, and annually thereafter.

(ii) Survival, Evasion, Resistance, and Escape 100.2 course available at <https://jkodirect.jten.mil>. The Survival, Evasion, Resistance, and Escape 100.2 course is required to obtain theater entry approval, in accordance with the Personnel Entry Requirements for Official Travel listed in section 3 of the DoD Foreign Clearance Guide.

(iii) The requirements for personnel at high risk of isolation listed in the DoD Foreign Clearance Guide, when Contractor personnel are determined to be at high risk of isolation or exploitation based on their mission (as determined by their COR, Component Personnel Recovery Subject Matter Expert, and/or the USSOUTHCOM Personnel Recovery Branch). In accordance with the DoD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DoD-sponsored Contractor personnel entering the theater on official business will have a DD Form 1833, Isolated Personnel Report, on file in Personnel Recovery Mission Software. The Isolated Personnel Report will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

(iv) For more information or specific questions regarding completion of these requirements, please contact the designated COR. The COR will contact the appropriate Defense Agency or Military Service component for additional guidance.

(e) *Personnel data.*

(1) The Contractor shall use the SPOT web-based system at <https://spot.dmdc.mil>, to enter and maintain the data for Contractor personnel in accordance with the current USSOUTHCOM Policy Memorandum 6-19, Synchronized Pre-Deployment and Operational Tracker (SPOT) in the United States Southern Command (USSOUTHCOM) Area of Responsibility (AOR) posted at <https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>. The Contractor shall comply with the SPOT Business Rules at <https://www.acq.osd.mil/log/PS/spot.html> and shall routinely check, at a minimum every 30 days, the SPOT Business Rules for up-to-date information.

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(2) The Contractor shall enter the required information about its Contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded), shall be annotated within SPOT in accordance with the timelines established in the SPOT Business Rules. The USSOUTHCOM Policy Memorandum 6-19 includes registration requirements of—

(i) U.S. citizen, TCN, and LN Contractor personnel; and

(ii) All Contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces personnel or the length of the period of performance of their contract.

(f) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USSOUTHCOM AOR are familiar with and comply with, all applicable—

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

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

(iii) Orders, directives, and instructions issued by the USSOUTHCOM Commander, or subordinate commanders with operations or activities within the USSOUTHCOM AOR, including those relating to force protection, security, health, safety, environment, or relations and interaction with local nationals.

(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. 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 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 (e.g., 18 U.S.C. 7(9));

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

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities; and

(vi) In appropriate circumstances, such employees will be provided victim and witness protection as necessary.

(g) *Medical fitness and insurance.*

(1) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties for the duration of their contractual duties. In the event a Contractor employee has or develops a disqualifying medical, dental, or psychological condition, or they are unable to perform duties (e.g. sickness or quarantine), the Contractor must report the employee and condition promptly to the Contracting Officer or the COR. If medical, dental, or psychological screening by an accredited healthcare provider is required (or directed by the Contracting Officer) at any time during contract performance to determine fitness for contracted duties, the Contractor will bear the cost of such screenings. The Contractor must also replace any personnel who has or develops a disqualifying medical, dental, or psychological condition at no cost to the Government.

(2) All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the SC Regulation 40-501, Medical Suitability Screening Regulation, or its successor (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>), as well as the requirements identified in Force Health Protection Guidance for Deployment in the USSOUTHCOM AOR or their successors, and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to or within the USSOUTHCOM AOR.

(3) U.S. citizen and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR country with a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731. International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as “shot record” or “Yellow Card”) that shows vaccinations are current. The Government will provide, at no cost to the Contractor, any military-specific immunizations and medications not available to the general public as described in SC Regulation 40-501.

(4) When required by their contractual duties (e.g., food service workers), all LN and TCN employees must also comply with mandatory screening and vaccination requirements per SC Regulation 40-501 for the duration of their contractual duties.

(5) All Contractor personnel subject to screening in accordance with the preceding paragraphs, must be re-screened annually for potential Force Health Protection and medical risks pursuant to SC Regulation 40-501 and supplementing Medical Directives.

(6) U.S. citizen and TCN Contractor personnel traveling to or within the USSOUTHCOM AOR are required to be beneficiaries of health care insurance that provides Global Health Coverage with an Emergency Evacuation Rider back to their country of origin or nearest medical center.

(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 violate or fail to comply with 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 ensure that all personnel follow any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(3) Contractors working at USSOUTHCOM will comply with common access card (CAC) procedures identified in USOUTHCOM Policy Memorandum 02-10, Contractor Common Access Card Procedures, or its successor (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>). Contractors shall return all U.S. Government-issued identification, to include the CAC, to appropriate U.S. Government authorities at the end of their contractual duties. Any change in Contractor employment status will be recorded in SPOT and reported in accordance with USSOUTHCOM Policy Memorandum 12-12, Contractor Change of Status, or its successor (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>).

(i) *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 U.S. citizens and TCN 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.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Component Command to the Combatant Commander, in accordance with DoDI 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and which weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons, after the Contracting Officer coordinates with the USSOUTHCOM J341 Protection Branch to

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ensure that all training and qualification standards, as well as weapons, ammunition, and equipment storage and protection standards are understood, then, the Contracting Officer will notify the Contractor which weapons and ammunition are authorized. The Contractor shall enter weapons into SPOT in accordance with SPOT Business Rules (<https://www.acq.osd.mil/log/PS/spot.html>).

(3) The Contractor shall ensure that any personnel authorized to carry weapons meet all DoDI 3020.50, Private Security Contractors Operating in Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, requirements regardless of private security contractor status.

(k) *Personnel Recovery.* DoD Directive 3002.01, Personnel Recovery in the Department of Defense, prescribes policy for when, in the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(l) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, DoD Instruction 3020.41, and SC Regulation 0638-2, Mortuary Affairs Program (<https://www.southcom.mil/Work-With-Us/Operational-Contract-Support/>).

(m) *Next of kin notification, illness, injury, and disqualifying medical condition reporting.*

(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) The following conditions require the Contractor to notify the Contracting Officer for USSOUTHCOM notification and perform complete reporting within SPOT:

(i) Casualty or death.

(ii) Illness or injury that requires medical attention, and may or may not require hospitalization, but renders the employee unable to complete their contractual duties (see DoDI 1300.18).

(iii) Disqualifying medical conditions identified in SC Regulation 40-501, or USSOUTHCOM Force Health Protection Standards, or other applicable USSOUTHCOM Guidance.

(n) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (n), in all subcontracts.

(End of clause)