



ACQUISITION,
TECHNOLOGY
AND LOGISTICS

OFFICE OF THE UNDER SECRETARY OF DEFENSE

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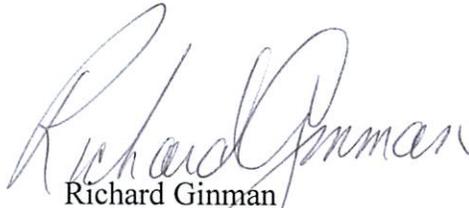
In reply refer to
DARS Tracking Number: 2014-O0005

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

SUBJECT: Class Deviation—Requirements for Contractor Personnel Performing in Djibouti.

Effective immediately, contracting officers shall use the attached clause, entitled “Requirements for Contractor Personnel Performing in Djibouti,” in all solicitations and contracts with performance in Djibouti, a country in the United States Africa Command (USAFRICOM) area of responsibility. In addition, to the extent practicable, contracting officers shall modify current, active contracts with performance in Djibouti to include the attached clause. The USAFRICOM Commander has identified a need to utilize the Synchronized Predeployment and Operational Tracker (SPOT) for contracts performed in Djibouti during all operational phases (to include Phase 0), not limited to declared contingency operations.

This class deviation remains in effect until incorporated in the DFARS or otherwise rescinded. My point of contact is Mr. William Reich, who may be reached at 571-256-7009, or at william.f.reich2.civ@mail.mil.


Richard Ginman
Director, Defense Procurement
and Acquisition Policy

Attachment:
As stated

**252.225-7989 Requirements for Contractor Personnel
Performing in Djibouti (DEVIATION 2014-O0005)**

Insert the clause at 252.225-7989, Requirements for Contractor Personnel Performing in Djibouti, in solicitations and contracts for performance in Djibouti, a country within the U.S. Africa Command area of responsibility.

**REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN
DJIBOUTI (DEVIATION 2014-O0005)
(JANUARY 2014)**

(a) *General.* (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of the United States Africa Command (USAFRICOM). This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(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. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

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

(b) *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.

(c) *Compliance with laws and regulations.* (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable—

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

(ii) Treaties and international agreements;

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

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

(2) The Contractor shall ensure that Contractor employees are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in Djibouti, 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.

(e) *Registration of Contractor personnel.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in Djibouti less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary Message Reporting System.

(3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e., U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (e.g., day laborers).

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

(End of clause)