value of those incidental services does not exceed the value of the product itself.

(15) South Caucasus/Central and South Asian (SC/CASA) state means Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan, or Uzbekistan.

(16) South Caucasus/Central and South Asian (SC/CASA) state end product means an article that—

(i) is wholly the growth, product, or manufacture of an SC/CASA state; or

(ii) in the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an SC/CASA state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country end products, SC/CASA state end products, or other foreign end products in the Buy American Act—Free Trade Agreements—Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, SC/CASA state end products, or a Canadian end product, the Contractor shall deliver a qualifying country end product, an SC/CASA state end product, a Canadian end product or, at the Contractor’s option, a domestic end product.


As prescribed in 225.7006–4(a), use the following provision:

EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS (JUN 2005)

(a) The offeror shall specify, in its offer, any intent to furnish air circuit breakers that are not manufactured in the United States or its outlying areas, Canada, or the United Kingdom.

(b) The Contracting Officer will evaluate offers by adding a factor of 50 percent to the offered price of air circuit breakers that are not manufactured in the United States or its outlying areas, Canada, or the United Kingdom.

(End of provision)

[70 FR 35548, June 21, 2005]

252.225–7038 Restriction on Acquisition of Air Circuit Breakers.

As prescribed in 225.7006–4(b), use the following clause:

RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS (JUN 2005)

Unless otherwise specified in its offer, the Contractor shall deliver under this contract air circuit breakers manufactured in the United States or its outlying areas, Canada, or the United Kingdom.

(End of clause)

[70 FR 35548, June 21, 2005]

252.225–7039 Contractors performing private security functions.

As prescribed in 225.370–6, insert the following clause:

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) 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 paragraphs (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-

Defense Acquisition Regulations System, DOD 252.225–7039

(i) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;
(ii) 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
(iii) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and
(iv) 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;

As prescribed in 225.7402-5(a), use the following clause:

**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.
- **General.**

1. This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States on—

   i. Contingency operations;
   
   ii. Humanitarian or peacekeeping operations;
   
   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. Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.
   
   (c) **Support.** (1) 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...