

**BY ORDER OF THE
SUPERINTENDENT**



**HQ UNITED STATES AIR FORCE
ACADEMY INSTRUCTION 34-101**

**26 OCTOBER 2017
Certified Current 16 August 2021**

**Services
COMMISSARY LICENSEES**

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OPR: 10 FSS/DD

Certified by: 10 FSS/CL
(Mr. Ross M. Ryan)

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This instruction implements Department of Defense (DoD) Directive 1330.17-R, *DoD Commissary Program*, which authorizes individuals to petition to perform bagging, and carry out services for patrons at the Commissary and establishes the procedures and responsibilities for current and potential Licensees at the USAF Academy (USAFA) Commissary. Refer recommended changes and questions about this publication to the Office of Primary Responsibility (OPR) using Air Force (AF) Form 847, *Recommendation for Change of Publication*. The authorities to waive requirements in this publication are identified with a Tier 3 (T-3) number following the compliance statement. See Air Force Instruction (AFI) 33-360, *Publications and Forms Management*, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain of command to the appropriate Tier waiver approval authority. The waiver authority for non-tiered requirements in this publication is the (10 ABW/CC). Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with (IAW) Air Force Manual (AFMAN) 33-363, *Management of Records*, and disposed of IAW Air Force Records Information Management System (AFRIMS) Records Disposition Schedule (RDS).

SUMMARY OF CHANGES

This revision update reflects personnel name changes. No content has changed.

1. Policy.

1.1. It is the policy of the Air Force Academy (AFA) to license individuals to petition patrons for compensation in exchange for the bagging of groceries at the USAFA Commissary and other related services in strict conformance with DoD Directives and the implementing directives included in this instruction. The granting of a license is a privilege, which may be revoked at any time by the Commander of the 10th Air Base Wing (10 ABW) or designee.

2. Delegation.

2.1. The 10th Force Support Squadron Director (10 FSS/CL) is the authorized designee (proponent) for the 10 ABW Commander (10 ABW/CC) who serves as the installation commander for the purposes of this instruction.

3. Granting of a License.

3.1. 10 ABW/CC, or designee retains the exclusive right to grant a license that authorizes an individual to contract with Commissary patrons for the bagging of groceries at the USAFA Commissary and the delivery of those groceries to the vehicles of a patron.

3.2. The license shall conform to the directives included in this instruction.

3.3. A license is valid for one year. Applications for renewal must be submitted at least 30 days prior to the expiration of the license.

3.4. A license may be terminated by the 10 ABW/CC, or designee immediately upon notification of a violation by the Licensee. The decision to terminate is final and not subject to appeal.

3.4.1. A license may be renewed after termination at the sole discretion of the Government upon the submission of a renewal application by the Licensee demonstrating corrective action to avoid future violations of the terms of the license.

3.5. The Licensee remains liable for any damages or injuries that result from the performance of the Licensee under the license granted by the Government.

3.6. Only individuals with a valid military identification (ID) or legitimate affiliated Military ID are eligible for a license to perform the services authorized by the Licensee. If the individual no longer has a valid ID, that individual is no longer eligible to hold a license to perform these services.

3.6.1. Family members who reach 23 years of age and are no longer entitled to a military family member ID card are ineligible to continue providing these services.

3.6.2. Dependent Student Licensees who are no longer attending school may no longer hold a license and perform services.

4. Status of Licensee.

4.1. Licensee is not an employee of the Commissary, United States Government, or Defense Commissary Agency and is not covered by worker's compensation, group life, accident or health insurance and other benefits associated with an employer-employee relationship.

4.2. The Commissary is not liable for any costs incurred by the Licensee.

4.3. The license does not constitute an offer of employment, a partnership, a contract subject to the Federal Acquisition Regulations, or any other type of joint venture between the parties.

4.4. Licensee is engaged in an independent bagging and carryout service business, and is not eligible for, and shall not participate in any employer pension, health, or fringe benefit plan, of the Commissary. No workers' compensation shall be obtained by Commissary for the benefit of Licensee.

4.5. Licensee shall comply with the applicable workers' compensation laws concerning the services provided by the Licensee to patrons.

4.6. The Licensee is fully cognizant that this license to provide bagging services is a license to perform services and that an employee/employer relationship does not exist between the Licensee and USAFA Commissary. Therefore, it is the Licensee's responsibility to obtain at their own expense, all licenses and permits, and to pay all taxes and fees as may be required of the Licensee by federal, state and local governments in the execution of the terms of this license.

5. Licensee Responsibilities.

5.1. Licensee agrees to comply with installation Licensee operating procedures.

5.2. Licensee assumes the entire responsibility and liability for any and all damage or injury incorporated in providing bagging services to include the use of government furnished equipment.

5.3. Licensee agrees to indemnify and hold harmless the Government, its agents, servants and employees from and against any and all loss, expense, including attorney's fees, damage or injury growing out of or resulting from or occurring in connection with the Licensee execution of services provided to the Commissary and its patrons.

5.4. Licensee agrees to make proper payment for groceries which have been damaged or lost through the fault of the Licensee, as determined by the Head Bagger.

5.5. The Licensee is responsible for avoiding damage to goods purchased by patrons and shall conform to the minimum Licensee performance standards listed below:

5.5.1. Dry goods should be bagged together, placing heavier items, such as sugar and flour, on the bottom; and lighter items on the top.

5.5.2. Insulated bags should be used for ice cream and frozen food products.

5.5.3. Refrigerated bags should be bagged together.

5.5.4. Fresh produce items should be bagged together, with heavier items on the bottom and lighter/softer items on the top.

5.5.5. Pastries or bread should be placed on top of eggs.

5.5.6. Pies should be placed on the top portion of the bag, on a flat surface and right side up.

5.5.7. Unless the customer requests otherwise, single plastic or paper bags are sufficient quality to avoid the need for double bagging.

5.6. Licensee agrees to be bound by the “Head Bagger” who is elected by the Licensees performing similar bagging and carryout services as those performed by Licensee under this license. The Licensee understands that elections for the Head Bagger position are conducted at least annually in February, or more frequently if required. Compensation for the Head Bagger will be agreed upon by all the Licensees at the time of the election.

5.7. Licensee agrees to follow work schedules established by the Head Bagger. In the event the Licensee cannot work as scheduled, Licensee agrees to notify the Head Bagger of this beforehand.

5.8. Licensee’s conduct shall be appropriate with respect to Commissary, Commissary’s employees, and the patrons of the Commissary.

5.9. Licensee shall treat patrons with respect at all times; will not interfere with Commissary’s cashiers; will not engage in “horseplay” or disruptive conduct; will not use profane, abusive, or offensive language; will not destroy, damage, or abuse government property; and will not consume alcoholic beverages or use or possess illegal or unauthorized drugs. Any inappropriate conduct as stated above but not inclusive would be grounds for bagging privileges to be revoked.

5.10. Licensee shall maintain a neat, clean appearance and follow generally accepted standards of personal hygiene.

5.11. Licensee shall comply with all federal, state, and local laws, and all installation rules and regulations regarding business permits and licenses that may be required to perform the bagging and carryout services to be performed under this license.

5.12. Licensee shall obtain permission to lawfully enter the installation to perform bagging and carryout service and shall comply with all installation security requirements.

5.13. Licensee shall notify the Government if the license expires or is revoked by the installation commander or designee.

5.14. Licensee shall collect shopping carts from the parking lot and return them to the Commissary facility; will also collect carts from around the cash registers and return them to the cart nesting location. Cart handling procedures are established for the purpose of safety. Procedures are established to avoid excessive claims against the Government for damage done to Privately Owned Vehicles (POVs) in the parking lot. Excessive winds/wind gusts on the AFA present the risk of damage to POVs caused by shopping carts. The process for cart handling shall be developed by the Licensees and submitted by the Head Bagger to the Government for approval.

5.15. Licensee shall stock plastic and paper bags at individual cash registers. Supplies such as paper and plastic bags will be provided by the Defense Commissary Agency (DeCA) but maintained at cash registers by Licensees.

6. Operating Procedures.

6.1. 10 FSS/CL is the designated liaison regarding the implementation of these procedures with authority to authorize and terminate licenses.

6.2. Licensees are required to cooperate among themselves in the management of services provided by Licensees under the following general procedures:

6.2.1. Each February, 10 FSS/CL shall ensure an election is held for the position of Head Bagger, Assistant Head Bagger, and Licensees Advisory Council.

6.2.2. The nominees for each position shall run independently. Installation of newly appointed personnel shall occur on the first day of March. In the event that the Head Bagger cannot fulfill the term of office (1 year), the Assistant Head Bagger shall assume the position of Head Bagger. Elections will be held, as necessary, to fill the position of additional assistants.

6.2.3. Student hires and active duty hires are not eligible to become Head Bagger or Assistant Head Bagger, the incumbents must be available to work all hours that the Commissary is open, and be available through-out the year.

6.2.4. The Head Bagger will assign duties and shifts for the Assistant Head Bagger. The Head Bagger is responsible for ensuring compliance with these operating procedures as well as reporting to the government liaison violations of the terms of the agreement by Licensees.

6.2.5. The Head Bagger shall maintain a bound hardback financial record book. All financial transactions affecting Licensee funds (debits, credits, bank deposits/withdrawals, collections from Licensee carryout personnel, etc.) will be annotated to the record book daily. No pages are to be removed from the record book for any reason. Any corrections to an entry will be accomplished by drawing a single line through the entry and initialed by the person making the correction. Upon each shift change between the Head and Assistant Bagger, the incoming individual will verify real-time funds collected or disbursed are accounted for. If a discrepancy is identified, the discrepancy will be annotated in the logbook, and both Licensees will sign acknowledging the discrepancy. The person closing for the day will balance the daily record book and sign the book verifying that all funds are accounted for. Each quarter, the Head Bagger will provide all financial records to the Licensee Advisory Council for audit.

6.2.6. A Licensee Advisory Council be established and maintained. The council shall consist of 4 members elected during the general Licensee election each February. The council will audit financial records quarterly. If a council member resigns his or her position, the individual receiving the next highest number of votes will assume the position for the remainder of the term. The council will participate in conjunction with the Head Bagger in determining disposition of funds from the miscellaneous account.

6.2.7. The Head Bagger will maintain a waiting list of potential Licensees to include Active Duty, Military Retirees, Military Spouses and Military Dependent Students. All applicants must renew after one year to indicate continued interest. If renewal is not made after one year, names will be removed from the waiting list.

6.2.8. Cart Pushing: The Head Bagger shall maintain a waiting list of potential cart pushers. Duties as a cart pusher may be performed as early as age fourteen.

6.2.9. There is no seniority among Licensees.

6.3. Shifts consist of:

6.3.1. Weekday Shift: Military Retirees, Spouses, College Students, and Active Duty Personnel. This shift will run Tuesday through Friday from opening until 1500.

6.3.2. Weekday Evening Shift: High School and College Students, Active Duty Personnel, Spouses, and Military Retirees. The shift will run Tuesday through Friday from 1430 until the last customer departs. No breaks are authorized during the last hour of operation.

6.3.3. Weekend Shift: Retirees, Students, Active Duty Personnel, and Spouses as needed. The shift will run from opening until the last customer departs. No breaks are authorized during the last hour of operation.

6.3.4. The Head Bagger may adjust shifts as needed.

6.4. Licensee shall comply with the following general procedures:

6.4.1. Park their vehicles in the same areas as Commissary employees, as do contract and vendor personnel. Requirement is to park the farthest from the main entrance of the Commissary on the south side of the parking lot.

6.4.2. Licensee will wear a blue baseball cap with their number embossed on front center or a pin with their number on it. Cap or pin must be worn at all times and the Licensees will bear the expense for these items. Licensee numbers will not be changed throughout the entire period of the license.

6.4.3. Go through proper ID card verification before shopping in the Commissary and shall remove baseball hats or pins while shopping. They are not authorized to shop before or after operating hours.

6.4.4. Do not sit in carryout carts.

6.5. Licensees shall present neat appearance while on duty. Solid color shorts, trousers/slacks, including jeans, may be worn as long as they are neat, clean and in good repair. Shirts with profanity or objectionable writing or pictures are not acceptable. The following seasonal clothing shall be worn by Licensees:

6.5.1. 1 September - 31 May: Shirts, blouses, and sweaters of any color (with the exception of wild prints) are allowed provided they are neat, clean, and in good repair. Turtlenecks are acceptable.

6.5.2. 1 June - 31 August: All Licensees will wear white shirts/blouses with a fold-down collar. Tee shirts and boat/turtleneck collars are not acceptable.

6.6. Unless a customer is an immediate family member, customers are not permitted to request a specific Licensee and service will be offered to the next patron in turn.

6.7. When returning from the parking lot, Licensee will go immediately to an open counter that does not have both a primary Licensee and a helper. A line will not be formed against the cash office wall unless every open counter has two Licensees. When a line is necessary, the lead Licensee will go to the first available counter that needs help.

6.8. Poaching by a Licensee is not acceptable. There are two reasons that a Licensee may move to another counter; if a counter closes or a new counter opens. Licensees are not permitted to call customers to registers.

6.9. Eating and drinking are only permitted in the break room or outside at the picnic table.

6.10. Smoking is not permitted near the entrance or exits. Smoking is only permitted in designated areas. The designated smoking area at the front of the store is the far south side of the building by the picnic table.

7. License.

7.1. This license may be modified to address changing conditions and operations at the request of the government liaison after review by the legal office. See **A2** for a model license.

TROY E. DUNN, Colonel, USAF
Commander, 10th Air Base Wing

ATTACHMENT 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

DoD 1330.17-R, *DoD Commissary Program*, 18 Jun 2014

AFMAN 33-363, *Management of Records*, 1 March 2008

AFI 33-360, *Publications and Forms Management*, 1 December 2015

Adopted Forms

AF Form 847, *Recommendation for Change of Publication*

Abbreviations and Acronyms

DoD— Department of Defense

USAFA— USAF Academy

OPR— Primary Responsibility

AF— Air Force

AFA— Air Force Academy

AFI— Air Force Instruction

IAW— In accordance with

AFMAN— Air Force Manual

AFRIMS— Air Force Records Information Management System

RDS— Records Disposition Schedule

ID— Identification (ID)

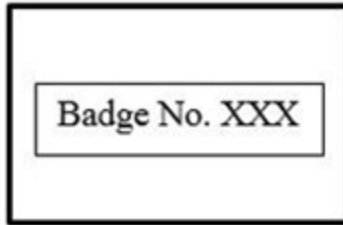
POV— Privately Owned Vehicle

DeCA— Defense Commissary Agency

10 ABW/CC— 10th Air Base Wing Commander

10 FSS/CL— 10th Force Support Squadron Director

Attachment 2
MODEL LICENSE



LICENSE TO PROVIDE BAGGING SERVICES
USAF ACADEMY, COLORADO

This LICENSE is hereby made by and between _____
(Name of Licensee)

Hereinafter called "Licensee" and the Federal Government of the United States of America, hereinafter called "Government."

Whereas, the Licensee has been granted a license by the installation commander to lawfully enter the installation for the purpose of bagging and carryout grocery services at the United States Air Force Academy (USAF) Commissary, it is mutually agreed between the parties as follows:

1. Government consents to the Licensee performing bagging and carryout services of the groceries purchased by Commissary patrons who desire Licensee's service.
2. Licensee expressly acknowledges that he/she is not an employee of the Government or the Defense Commissary Agency (DeCA) for any purposes and further acknowledges that he/she is not under the supervision, direction, or control of any employee of Government. Licensee may not incur any obligations in the Government's name for any reason. Licensee has no authority to enter into contracts or agreements on behalf of Government. The LICENSE does not constitute an offer of employment, a partnership, a contract subject to the Federal Acquisition Regulations, or any other type of joint venture between the parties.
3. Government shall not pay, directly or indirectly, Licensee for performance of bagging and carryout services for Commissary patrons. Licensee agrees to perform any and all bagging and carryout services directly for Commissary patrons on a voluntary "as asked" basis in exchange for any monetary tips or contributions which the Commissary patrons may provide to the Licensee. Any payments received by Licensee from Commissary patrons are on a per job basis.
4. Licensee is not restricted in any way from providing bagging and carryout services to others, including other grocery stores, supermarkets, or any other types of establishments located on or off the military installation, which allow the use of bagging and carryout services. Licensee expressly acknowledges that Licensee may perform similar services to the general public without interference by the Government.
5. Government shall not be liable to Licensee for any business, travel, or other expense paid or incurred by Licensee in rendering services under this LICENSE. Licensee shall supply, at Licensee's sole expense, any clothing, smocks, hats, name tags, etc. used to identify the bagging and carryout service for Commissary patrons.

6. Because Licensee is engaged in a privately owned independent bagging and carryout service business, Licensee is not eligible for, and shall not participate in any employer pension, health, or fringe benefit plan, of the Government. No workers' compensation shall be obtained by the Government concerning Licensee. Licensee shall comply with the workers' compensation law concerning Licensee to the extent such law is applicable.

7. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Government on behalf of Licensee. Licensee shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Licensee understands and agrees that Licensee is responsible to pay, according to law, their income tax obligations. Licensee further understands that Licensee may be liable for Self-Employment Contributions Act and hospital insurance taxes.

8. Licensee hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever to all persons, whether employees of the Government, or otherwise. Licensee also hereby assumes the entire responsibility and liability for any and all damage to all property growing out of or resulting from the execution of work provided for in this LICENSE, including that resulting from the use of government furnished equipment. Licensee agrees to indemnify and hold harmless the Government, its agents, servants and employees from and against any and all loss, expense, including attorney's fees, damage or injury growing out of or resulting from or occurring in connection with the execution of the work herein provided for the Government and Commissary patrons.

9. Licensee agrees to make proper payment for groceries which have been damaged or lost through the fault of the Licensee, as determined by the Head Bagger. Licensee shall follow the following bagging procedures to minimize damage to breakable, delicate, or perishable items:

a. Dry goods should be bagged together, placing heavier items, such as sugar and flour, on the bottom; and lighter items on the top.

b. Insulated bags should be used for ice cream and frozen food products.

c. Refrigerated bags should be bagged together.

d. Fresh produce items should be bagged together, with heavier items on the bottom and lighter/softer items on the top.

e. Only pastries or bread should be placed on top of eggs.

f. Pies should be placed on the top portion of the bag, on a flat surface and right side up.

g. Unless the customer requests otherwise, single plastic or paper bags are of sufficient quality to avoid the need for double bagging.

h. These examples are not all inclusive and Licensee expressly acknowledges, however, that the actual method used to avoid damaging Commissary customers' purchases will be determined by him/her or the Head Bagger.

10. Licensee understands that the Head Bagger is an Independent Licensee elected by all the Licensees performing similar bagging and carryout services as those performed by Licensee under this LICENSE. The Licensee also understands that elections for the Head Bagger position are conducted at least annually in February, or more frequently if required. Licensee further understands that compensation for the Head Bagger will be agreed upon by all the Licensees at the time of the election.

11. Licensee agrees to follow work schedules established by the Head Bagger. In the event the Licensee cannot work as scheduled, Licensee agrees to notify the Head Bagger of this beforehand.

12. Licensee declares that while performing all services to be provided under this LICENSE, Licensee's conduct shall be appropriate with respect to Commissary, Commissary's employees, and the patrons of the Commissary. Licensee will treat patrons with respect at all times, will not interfere with Commissary's cashiers, will not engage in "horseplay," or disruptive conduct, will not use profane, abusive, or offensive language, will not destroy, damage, or abuse government property, and will not consume alcoholic beverages or use illegal drugs. Any inappropriate conduct as stated above but not inclusive would be grounds for bagging privileges to be revoked.
13. Licensee agrees to maintain a neat, clean appearance and follow generally accepted standards of personal hygiene.
14. Licensee shall obtain permission to lawfully enter the installation to perform bagging and carryout service and shall comply with all installation security requirements.
15. Licensee declares that he/she has complied with all federal, state, and local laws, and all installation rules and regulations regarding business permits and licenses that may be required to perform the bagging and carryout services to be performed under this LICENSE.
16. Licensee expressly acknowledges that Licensee has obtained permission to lawfully enter the installation to perform bagging and carryout service. This permission is commonly referred to as a license. Licensee will notify Government if this license expires or is revoked by the installation commander or his designee.
17. Licensee shall collect shopping carts from the parking lot and return them to the Commissary facility; will also collect carts from around the cash registers and return them to the cart nesting location. Cart handling procedures are established for the purpose of safety. Procedures are established to avoid excessive claims against the Government for damage done to privately owned vehicles (POVs) in the parking lot. Excessive winds/wind gusts on the Air Force Academy (AFA) present the risk of damage to POVs caused by shopping carts.
18. Licensee shall stock plastic and paper bags at individual cash registers. Supplies of such paper and plastic bags will be provided by the DeCA but maintained at cash registers by Licensees.
19. With reasonable cause, either party may terminate the LICENSE effective immediately upon giving of reasonable notice of termination for cause. Reasonable cause shall include, but not be limited to, the following:
 - a. Material violation of this LICENSE.
 - b. Any willful or negligent act which exposes another person to injury or harm or results in property damage to any person, the Commissary, or the installation, or exposes the Commissary to liability.
 - c. Revocation or expiration of the license granted by the installation commander to enter the installation for the purpose of performing bagging and carryout services.
 - d. A pattern of customer complaints regarding Licensee, such as deficiencies relating to Licensee's bagging and carryout services, demeanor or behavior, language, etc.
 - e. Any act which violates a federal, state, local, or municipal law, and/or rules and regulations of the Commissary and /or the installation.
20. Licensee acknowledges the right of the Store Director of the Commissary to immediately terminate the Licensee's permission to enter the Store to conduct business as a bagger/carry out person and Licensee agrees not to enter the store to be a bagger/carry out person in the Commissary, even though installation authorities have taken no action regarding Licensee's overall permission to carry on commercial solicitation on the base. Licensee acknowledges and accepts that the Store Director retains the right to exclude Licensee from the store when the Store

Director determines that access by the Licensee is no longer in the commissary store's best interests.

21. Licensee acknowledge and agrees, as a condition of this LICENSE, that commissary managers have the inherent responsibility to maintain safety, security, good order, discipline, and customer service in the store. Licensee agrees to accept the direction of the Store Manager when the Store Manager exercises this inherent responsibility.

22. Licensee acknowledges that some of the information contained in this LICENSE may be protected from disclosure to the public under the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Disclosure is a condition of granting the LICENSE and the LICENSEE grants the government the right to use this information for lawful purposes.

23. This LICENSE constitutes the entire understanding of the parties. The failure of either party to exercise any of its rights under this LICENSE for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. If any part of this LICENSE shall be held unenforceable, the rest of this LICENSE will nevertheless remain in full force and effect. This LICENSE may not be assigned.

24. This LICENSE shall remain in effect until revoked, terminated for cause, or terminated by mutual consent of the parties.

IN WITNESS WHEREOF, we have set our hands and seals on the date indicated.

Name of Licensee _____
Date _____

Military identification (ID) Card Holder: **(Yes) (No)** Expiration Date: _____

If yes circle one of the following:

Active Duty Active Family Member Retired Military Retired Dependent Civilian

Branch of Service (circle one of the following):

Air Force Army Navy Marines Guard Reserve Other: _____

SIGNATURES WILL BE SIGNED IN THE ORDER LISTED.

1. Printed Name & Signature of Licensee:

2. Parent/Guardian Signature:

3. Proceed to Security Forces, Pass & Registration, Bldg 8486 just out the south gate. Go to the Pass & Registration Desk and show your Military ID Card and give them your Bagger License to fill out and sign.

a. Security Forces will perform a background check and check the appropriate statement with signature & date.

1) Background check was accomplished with no derogatory/negative information.

2) Background check was accomplished and Ms. Kelly Robinson, Commissary Manager; 333-2227 ext. 3126 or June Maldonado, 333-2227, ext. 3121 were informed derogatory information exist.

Security Forces SignatureDate

4. Please return to the Commissary to obtain the Head Bagger's & Store Director's signature to complete license requirements.

I certify that a Bagger/Licensee is required and the person whose name appears on this license meets the requirements.

Head Bagger SignatureDate

5. APPROVED/ACCEPTED BY COMMISSARY MANAGER:

Commissary Store Director SignatureDate

The 10th Force Support Squadron Director (as authorized designee of the installation commander) retains the exclusive right to grant/revoke a license that authorizes an individual to contract with Commissary patrons for the bagging and delivery of groceries to their vehicles at the USAFA Commissary. When completing this license you agree to the rules and regulations set by the installation commander under his jurisdiction on the base.