

Meeting Date
10/07/2014



AGENDA	
Section	Consent
Item No.	II.D.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	A Resolution of the Board of County Commissioners of Brevard County, Florida Adopting the Agreement Between the County and Federal Government/Patrick Air Force Base (PAFB) for EMS Transport Services for PAFB. Fiscal Impact: \$410,335.00 Revenue (5-Year Term Agreement).
DEPT/OFFICE:	Fire Rescue

Requested Action:

It is requested the Board of County Commissioners adopt the attached Agreement between the County and Federal Government/PAFB for EMS Transport Services for Government beneficiaries and the general population on PAFB.

Summary Explanation & Background:

The Federal Government/PAFB and the County desire to enter into an Agreement for the purpose of providing EMS Transport Services for PAFB. This Agreement is a mechanism for PAFB to ensure it has full advanced life support emergency response available for any medical emergency or in-flight emergency.

BCFR will provide full emergency patient transport services at PAFB and all associated housing areas to include the Tide's Club, the Beach House and South Patrick Housing (Pelican Coast) in Satellite Beach, FL. Additionally, BCFR will serve as the primary medical response unit(s) for all in-flight emergencies and related PAFB flight line emergencies.

The Agreement will be in force and effective October 1, 2014 for a five (5) year term terminating September 30, 2019. The annual payment of \$82,067.00 will be paid by the Federal Government/PAFB based on an estimated 220 runs per year. Runs over 220 will result in a new adjusted annual fee.

Fiscal Impact: \$410,335.00 (5-year term) Revenue

Contact Information: Mark Schollmeyer, Interim Fire Chief/Director
(321) 633-2056
mark.schollmeyer@brevardcounty.us

Clerk to the Board Instructions:

Exhibits Attached: Agreement between Federal Government/PAFB and the County for EMS Transport Services.

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager, Mel Scott	Department Director / Extension Mark Schollmeyer, Interim Fire Chief/Director
Stockton Whitten	Assistant County Manager, Venetta Valdengo	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 8, 2014

MEMORANDUM

TO: Chief Mark Schollmeyer, Interim Fire Rescue Director

RE: Item II.D.1., Agreement with Federal Government/Patrick Air Force Base (PAFB) for EMS Transport Services for PAFB

The Board of County Commissioners, in regular session on October 7, 2014, executed Agreement with the Federal Government/Patrick Air Force Base (PAFB) for EMS Transport Services for Government beneficiaries and the general population on PAFB. Enclosed is the original Agreement.

Upon execution by the Federal Government/PAFB, please return a fully-executed copy of the Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

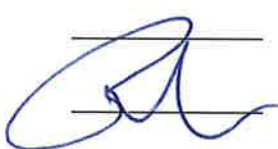
SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Patrick Air Force Base	
2. Fund/Account #: 1351/284610/	Division Name: Fire Rescue
4. Contract Description: Provide state certified paramedic and ambulance response services for PAFB	
5. Contract Monitor: Carrie Cotter/Assistant Chief William Burns	6. Mail Stop #: 50
7. Dept./Office Director: Larry Collins, Fire Chief	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____		8/27/14

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

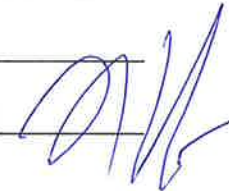
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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_X_	_____	GV 	9/2/14
County Attorney	_____	_____	_____	_____

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM


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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____		10/1/14

If any office denies approval, the package will be returned immediately to the User Agency.

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BC-29: EXHIBIT I

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1 REQUISITION NUMBER F3K4BD4135A001		PAGE 1 OF 20			
2. CONTRACT NO. FA2521-15-C-0003		3. AWARD/EFFECTIVE DATE 01-Oct-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER FA2521-14-R-0026		6. SOLICITATION ISSUE DATE 28-Jul-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME YOLANDA A. BUTLER				b. TELEPHONE NUMBER (No Collect Calls) (321) 494-4395		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 17 Sep 2014	
9. ISSUED BY 45 CONS/LGCB 1201 EDWARD H WHITE II ST PATRICK AFB FL 32925-3237 TEL: 321-853-7573 FAX: 321-853-1843		CODE FA2521		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 14M NAICS: 621910		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO 45 MDSS/SGSL-F3K4BD IRENE LUCAS 1383 S PATRICK DRIVE BLDG1372 PATRICK AFB FL 32925		CODE F3K4BD		16. ADMINISTERED BY SEE ITEM 9					
17a. CONTRACTOR/OFFEROR BREVARD, COUNTY OF CARRIE COTTER 1040 FLORIDA AVE S STE 203A ROCKLEDGE FL 32955-2498 TEL. 321-633-2056		CODE 1M/VX5		18a. PAYMENT WILL BE MADE BY DFAS-BVFD/DY-DAYTON (F03000) PO BOX 182317 COLUMBUS OH 43218-2317		CODE F03000			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$82,067.04		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Mary Bolin Lewis</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Linda M Penue</i>				31c. DATE SIGNED 01-Oct-2014	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mary Bolin Lewis, Chairman		30c. DATE SIGNED 10-7-2014		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LINDA M. PENUE / CONTRACTING OFFICER TEL: 321-494-7573 EMAIL: linda.penue@us.af.mil					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Advance Life Support Ambulance SVS Base FFP	12	Months	\$6,838.92	\$82,067.04
	Provide a minimum of one state certified paramedic and one state certified Emergency Medical Technician (EMT) personnel and ambulance response services for Patrick AFB IAW SOW. Estimsted at 220 runs per year.* Contractor must invoice monthly for actual runs provided for each month.				
	1 Oct 14 - 30 Sep 15				
	*Runs over 220 will result in a new adjustment annual fee FOB: Destination PURCHASE REQUEST NUMBER: F3K4BD4135A001 SIGNAL CODE: A				
				NET AMT	\$82,067.04
	ACRN AA CIN: F3K4BD4135A0010000AA				\$82,067.04

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Advance Life Support Ambulance Option 1 FFP Provide a minimum of one state certified paramedic and one state certified Emergency Medical Technician (EMT) personnel and ambulance response services for Patrick AFB IAW SOW. Estimsted at 220 runs per year.* Contractor must invoice monthly for actual runs provided for each month. 1 Oct 15 - 30 Sep 16 *Runs over 220 will result in a new adjustment annual fee FOB: Destination SIGNAL CODE: A	12	Months	\$6,838.92	\$82,067.04

NET AMT	\$82,067.04
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Advance Life Support Ambulance Option 2 FFP Provide a minimum of one state certified paramedic and one state certified Emergency Medical Technician (EMT) personnel and ambulance response services for Patrick AFB IAW SOW. Estimsted at 220 runs per year.* Contractor must invoice monthly for actual runs provided for each month. 1 Oct 16 - 30 Sep 17 *Runs over 220 will result in a new adjustment annual fee FOB: Destination SIGNAL CODE: A	12	Months	\$6,838.92	\$82,067.04

NET AMT	\$82,067.04
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	\$6,838.92	\$82,067.04

OPTION

Advance Life Support Ambulance Option 3
FFP

Provide a minimum of one state certified paramedic and one state certified Emergency Medical Technician (EMT) personnel and ambulance response services for Patrick AFB IAW SOW. Estimated at 220 runs per year.* Contractor must invoice monthly for actual runs provided for each month.

1 Oct 17 - 30 Sep 18

*Runs over 220 will result in a new adjustment annual fee

FOB: Destination

SIGNAL CODE: A

NET AMT

\$82,067.04

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	\$6,838.92	\$82,067.04

OPTION

Advance Life Support Ambulance Option 4
FFP

Provide a minimum of one state certified paramedic and one state certified Emergency Medical Technician (EMT) personnel and ambulance response services for Patrick AFB IAW SOW. Estimated at 220 runs per year.* Contractor must invoice monthly for actual runs provided for each month.

1 Oct 18 - 30 Sep 19

*Runs over 220 will result in a new adjustment annual fee

FOB: Destination

SIGNAL CODE: A

NET AMT

\$82,067.04

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	45 MDSS/SGSL-F3K4BD IRENE LUCAS 1383 S PATRICK DRIVE BLDG1372 PATRICK AFB FL 32925 321-494-7858 FOB: Destination	F3K4BD
1001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3K4BD
2001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3K4BD
3001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3K4BD
4001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3K4BD

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750130.1883 2X5 83LE 3H5891 B80000 57424 87700F 503000 F03000
AMOUNT: \$82,067.04
CIN F3K4BD4135A0010000AA: \$82,067.04

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s). 2-IN-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer. **F3K4BD**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F03000
Issue By DoDAAC	FA2521
Admin DoDAAC	FA2521
Inspect By DoDAAC	F3K4BD
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	F3K4BD
Service Acceptor (DoDAAC)	F3K4BD
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Irene.Lucas@US.AF.MIL
45cons.lgcb.follow-up@us.af.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
 (End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	MAY 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (MAY 2014)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of clause)

52.219-28 – Post-Award Small Business Program Rerepresentation.

As prescribed in 19.308(d), insert the following clause:

Post-Award Small Business Program Rerepresentation (June 2007)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 621910 assigned to contract number FA2521-14-R-0026

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

12010 Ambulance Driver GS-5

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.
- (End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment J, Mission-Essential Contractor Services, dated 13 May 2014.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

5352.201-9101 Ombudsman

As prescribed in 5301.9103, insert the following clause:
OMBUDSMAN (APR 2014)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, AFICA/KS, 150 Vandenberg St, STE 1105, Peterson AFB, CO 80914, phone 719-554-5300, Fax 719-554-5299, email afica.ks.wf@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting).

SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.
(End of clause)

5352.242-9000 Contractor Access to Air Force Installations

As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with requirements to comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management. (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachments

Item	Description	Pages	Date
001	Statement of Work (SOW)	18	30 Sep 14
002	Wage Determination 2005-2117, Rev 15	11	25 July 14

STATEMENT OF WORK
FOR THE
PARAMEDIC/AMBULANCE CONTRACT
AT
PATRICK AIR FORCE BASE
FLORIDA

DATE: 7 JUL 14

REVISED: 3 SEP 14

REVISED: 30 SEP 14

TABLE OF CONTENTS

SECTION NO. AND TITLE	PAGE No.
1. DESCRIPTION OF SERVICES	3
1.1 SCOPE OF WORK	3
1.2 GENERAL OPERATIONAL REQUIREMENTS	3
1.2.1. SERVICE COVERAGE FEES VS TRANSPORT COVERAGE FEES	3
1.2.2. MANAGEMENT REQUIREMENTS	3-4
1.3. PERSONNEL REQUIREMENTS	4
1.3.1. EMPLOYEE CRIMINAL BACKGROUD CHECK	4
1.3.2. EDUCATION AND TRAINING REQUIREMENT	4-5
1.4. HEALTH REQUIREMENTS	5
1.5. HOURS OF OPERATION	6
1.6. INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	6
2. SERVICE DELIVERY SUMMARY	6-7
3. GOVERNMENT FURNISHED PROPERTY	7-8
4. CONTRACTOR FURNISHED ITEMS AND SERVICES	8
APPENDIX A SPECIFIC TASKS	9-13
APPENDIX B DEFINITONS AND ACRONYMS	14-15
APPENDIX C GOVERNING DIRECTIVES AND FORMS	16
APPENDIX D MEDICAL DISCLOSURE	17-21

1. DESCRIPTION OF SERVICES

1.1. SCOPE OF WORK. The contractor shall provide a minimum of one State of Florida certified Emergency Medical Technician (EMT) and one paramedic personnel and ambulances for emergency response and patient transport services required for Government beneficiaries and the general population on Patrick AFB FL. The Contractor shall provide full emergency patient transport services at Patrick AFB FL and all associated housing areas to include the Tide's Club, the Beach House, and South Patrick Housing (Pelican Coast) in Satellite Beach FL. Response time should not exceed 11 minutes. Any response time greater than 11 minutes shall be accompanied by cause of delay in the monthly run report. The contractor is not responsible for circumstances outside of its control which result in the contractor's inability to achieve this aspirational response time, including, but not limited to, gate closures and delays, base security delays, extraordinary traffic, accidents, and weather events. Nothing herein shall be construed to establish the aspirational response time as the required or appropriate standard of care to third parties. Nothing herein shall be construed to confer an enforceable right to a certain response time to third parties, nor does the contractor consent to be sued by third parties for any matter arising from this contract.

Emergency response and transport services will be coordinated using the Brevard County 911 system. Contractor shall serve as primary medical response unit(s) for all in-flight emergencies and related Patrick AFB flight line emergencies. Contractor will participate in 45th Space Wing and 45th Medical Group (referred to as the MTF hereafter) exercises. Contractor shall furnish all labor, management, supervision, vehicles, supplies, equipment, transportation, and reports, except as provided in Section 2. Contractor care shall, at a minimum, cover the range of advanced life support care and ambulance services provided in the local community to include local protocols, or standing orders and staffing minimums. Performance shall be according to the requirements contained in this Statement of Work (SOW) and professional standards of the Joint Commission on Accreditation of Healthcare Organizations, and Florida State Department of Health's Division of Emergency Medical Services.

1.2. GENERAL OPERATIONAL REQUIREMENTS

1.2.1. SERVICE COVERAGE FEES VS TRANSPORT COVERAGE FEES. This contract is a mechanism for Patrick AFB FL to ensure it has full advanced life support care emergency response available for any medical emergency or in-flight emergency. This contractor will be reimbursed for services provided to active duty through the individual's Tricare region. Services provided to anyone not on active duty will be the individual's own financial responsibility.

1.2.2. MANAGEMENT REQUIREMENTS

1.2.2.1. POINT OF CONTACT. The Contractor shall provide a point of contact that shall be responsible for the performance of the work. The point of contact shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The point of contact may be a paramedic providing care in accordance with this PWS. The Contractor shall designate this individual, in writing, to the Contracting Officer (CO) before start of contract. An alternate shall be designated, but the Contractor shall identify those times when the alternate

shall be the primary point of contact.

1.2.2.2. WORK ROSTER. The Government reserves the right to request a detailed work roster from the Contractor after the 15th of the month for the work schedule of the following month.

1.2.2.2.1. AVAILABILITY. The contractor shall provide a point of contact that shall be available via telephone 24 hours a day, every day of the year.

1.2.2.2.2. CONTINUITY OF SERVICES. This contract is the sole avenue for Patrick AFB emergency patient transport/ambulance response. Therefore, the contractor must establish and maintain a Mutual Aid Agreement with an in-county advanced life support EMS transport provider to assure that backup support is provided in the event the Contractor cannot perform duties due to other simultaneous responses, equipment failures, or other unforeseen circumstances. Ten (10) days prior to commencement of contract performance, the Contractor shall provide a copy of the Mutual Aid Agreement(s) to the 45th Medical Group Commander and the CO. The Agreement(s) shall be approved or disapproved by the 45th Medical Group Commander within five (5) days. If emergency patient transport services are unavailable for any period or for any reason, the Government reserves the right to procure such services from another source pending full restoration of full paramedic emergency patient transport services by the Contractor. When the Government exercises its right to procure these services from another source, the Contractor will be liable for the cost of the procured services. A copy of the other source's service ticket or invoice shall be used as the basis for this liability. The Government will furnish the Contractor a copy of this ticket upon the Contractor's request.

1.2.2.2.3. Contractor Full-Time Equivalent Reporting. "The contractor shall report ALL contractor labor hours (including subcontractor labor hours)" required for performance of services provided under this contract for the Advanced Life Support/Ambulance Contract /Ambulance Contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <http://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the ECMRA help desk."

Uses and Safeguarding of Information: Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

1.3. PERSONNEL REQUIREMENTS.

1.3.1 EMPLOYEE CRIMINAL BACKGROUND CHECK. The Contractor assumes responsibility for conducting criminal background investigations on employees who will likely respond to medical emergencies on Patrick AFB. The contractor shall produce the results of

these checks upon request by the 45th Medical Group Commander or CO at Patrick AFB.

1.3.2. EDUCATION AND TRAINING REQUIREMENTS.

1.3.2.1. FORMAL EDUCATION/CERTIFICATION. All drivers performing duties under this contract must be high school graduates or have received a General Education equivalency certificate. Drivers must possess a valid Florida driver's license with an 'E' class for operating an emergency ambulance in the State of Florida. Additionally, drivers must have completed Contractor specific proficiency training for all specialized ambulances being operated and completed the emergency vehicle operations course. Emergency Medical Technicians and Paramedics performing services under this contract must be high school graduates or have a General Education equivalency certificate and be certified by the State of Florida as a paramedic. All crews must respond to calls with, at a minimum, of one State of Florida certified emergency medical technician (EMT) and one State of Florida certified paramedic.

1.3.2.2. DRIVING RECORD. Drivers must not have any reckless or dangerous driving citations within the previous 24 month period and have no Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) convictions in the previous five years. Drivers can have a maximum of six points per year assessed under the State of Florida driving infraction system.

1.3.2.3. TRAINING DOCUMENTATION. The Contractor shall maintain files to assure that all Emergency Medical Technicians and Paramedics performing work under this contract shall have current certifications and/or documents listed below. Upon request, the contractor shall provide copies of these documents for any Emergency Medical Technicians or paramedic to the 45th Medical Group Commander or the CO within forty-eight (48) hours.

1.3.2.3.1. Copy of valid, current, unrestricted State of Florida Emergency Medical Technicians and Paramedic Certification.

1.3.2.3.2. Emergency Medical Technicians and Paramedic continuing medical education, driver education and training files.

1.3.2.3.3. Current Basic Life Support (BLS) for Emergency Medical Technicians (only), Advanced Cardiac Life Support (ACLS) for paramedics (only), and the Florida State mandated two hours of pediatric training as outlined in the Florida Administrative Code referencing emergency medical technician 64J-1.008 and paramedic training, 64J-1.009.

1.4. HEALTH REQUIREMENTS.

1.4.1. Contract personnel are required to have a medical examination within the 12 months prior to providing services under this contract. The examination will not be at the Government's expense. Additionally, all personnel performing duties under this contract must be able to lift 100 pounds, unassisted.

1.4.2. Not later than five (5) working days prior to commencement of work, Contractor shall obtain proof of certification that health care providers have completed medical evaluation

required above. This certification shall state the date on which the examination was completed, the doctor's name that performed the examination, and the following statement: "(name of contract employee) is suffering from no contagious disease to include but not limited to Tuberculosis, Hepatitis, and HIV." Contractor shall provide information to 45th Medical Group Commander or the CO upon completion.

1.5. HOURS OF OPERATION. The Contractor is required to provide full advanced life support patient response and transport services 24 hours a day, every day of the year to include all holidays. These services are considered life or death and considered mission essential.

1.6. INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE. The Contractor shall provide and maintain adequate liability insurance coverage consistent with the risks associated with the performance of all services required by this PWS in reference with Federal Acquisition Regulations (FAR) 52.237-7, Indemnification & Medical Liability Clause.

1.7. MEDICAL QUALITY ASSURANCE/RISK MANAGEMENT (QA/RM). Contractor shall meet the QA/RM documentation requirements of the State of Florida for emergency medical care providers and those of Brevard County if they exceed state requirements.

1.7.1. Healthcare workers shall participate in QA/RM activities to the extent required by Air Force Instruction (AFI) 44-119, *Medical Quality Operations*, and the individual MTF QA/RM plan or regulation.

1.7.2. The Government will evaluate the provider's professional, as differentiated from administrative, performance under this contract using quality assurance standards specified in AFI 44-119. Nothing in this paragraph precludes the Government from also conducting inspections under the Inspection of Services clause. **See Service Delivery Summary in Section 2.**

1.8. CONTINUING MEDICAL EDUCATION (CME) REQUIREMENTS. Emergency Medical Technicians and Paramedics certified by the State of Florida shall continue to meet the minimum standards for Continuing Education Units (CEU) to remain current as prescribed by certifying agency. CEUs shall be obtained at no additional cost to the Government. Contractor will provide continuing education status of paramedics to 45th Medical Group Commander or the CO annually.

2. SERVICE DELIVERY SUMMARY (SDS)

Performance Objective	SOW Para	Performance Measure	Performance Threshold
1. Response Time/ Transport	1.1.; 1.3.2.1; A.1.1.	Response time for all emergencies will not exceed eleven (11) minutes.	90% Compliance
2. Contract Shall provide 24-hour uninterrupted response coverage	1.1; 1.2.1; 1.2.2.2. 2.; 1.3.2.1. A.2; A.3	Contractor care shall, at a minimum, cover the range of advanced life support and ambulance services provided in the local community to include local protocols, or standing orders and staffing minimums.	100% Compliance
3. Performance Standards	1.1	Performance shall be IAW requirements contained in SOW and professional standards of the Joint Commission on Accreditation of Healthcare Organizations, and Florida State Department of Health's Division of Emergency Medical Services.	100% Compliance
4. Contractor Participation	1.1; 1.2.1; 1.2.2.2. 2.A.2.; A.3.	Contractor shall serve as primary medical response for all in-flight emergencies and related Patrick AFB flight line emergencies. Contractor will participate in 45 SW and 45 MDG exercises.	100% Compliance
5. Availability	1.2.2.2. 1	Contractor shall provide a POC that shall be available via telephone 24 hours a day, every day of the year.	100% Compliance
6. Continuity of Service	1.2.2.2. 2.	Contractor is sole avenue for emergency patient transport/ ambulance response; therefore, contractor must establish/maintain Mutual Aid Agreement with an in-county advanced life support to assure backup support is provided in event the contractor cannot perform duties due to unforeseen circumstances.	100% Compliance
7. Experience/Certification	1.3.2.1.; 1.3.2.3; 1.3.2.4. 3. A.1.4.	All drivers must possess valid FL license with an "E" class and be certified by the State of FL as an emergency medical technician or paramedic. They must also have current BLS, ACLS certification and FL State mandated two hours of Pediatric training.	100% Compliance
8. Communication	A.2.1.; A.8.	Contractor shall ensure contract providers maintain open and professional communication with members of the MTF.	100% Compliance

2.1. The Government will periodically evaluate the Contractor's performance by appointing a representative(s) to monitor performance to ensure services are received. The Government representative will evaluate the Contractor's performance through inspections of call logs/reports and receive and investigate all complaints from base personnel. The Government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the Government may decrease the number of quality

control inspections if performance dictates. The Government representative shall make final determination of the validity of customer complaint(s).

3. GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 GENERAL. Unless specifically listed below as Government Furnished Property, Material, Equipment, or Services, the contractor shall supply all necessary requirements to perform the services listed in the PWS. The Government shall provide the following equipment, supplies, and services listed below:

3.2. FORMS: The MTF shall provide any required Government forms used in the performance of services. The State of Florida Ambulance Run Sheet shall be used to document all responses and patient transports.

3.3. RADIOS. The Government shall provide two handheld radios with chargers for use during in-flight emergencies.

3.4. MISCELLANEOUS. The Government shall provide a phone listing of all base agencies and detailed grid map of Patrick AFB. An updated phone listing and map shall be provided on an annual basis.

4. CONTRACTOR FURNISHED ITEMS AND SERVICES. Except for those items or services specifically stated in Section 2 as Government furnished; the Contractor shall furnish everything required to perform this contract in accordance with terms and conditions. Items can include, but are not limited to: paramedics, drivers, emergency medical technicians, ambulances, supplies for ambulances, stretchers, medical gases for ambulances, and road maps. Ambulance Run Sheets and documentation for base calls will be made available upon request.

APPENDIX A - SPECIFIC TASKS

A.1. SPECIFIC PROCEDURES FOR WHICH THE CONTRACTOR SHALL BE RESPONSIBLE

A.1.1. EMERGENCY PARAMEDIC RESPONSE AND PATIENT TRANSPORT. The Contractor shall provide ambulance response to emergencies as requested by Brevard County Fire Rescue 911 dispatchers. Patients will be transferred to Cape Canaveral Hospital, Holmes Regional Medical Center, or Wuesthoff Hospital (Rockledge or Melbourne). These hospitals will be referred to as 'local hospital' hereafter. Actual work involved in performance of this contract shall include but not be limited to:

A.1.2. Responding with Special Response Team when required for incidents or disasters involving hazardous material scenarios, weapons of mass destruction scenarios, or contamination scenarios. After gross decontamination, patients will be transported to local hospitals by the contractor.

A.1.3. Traveling to response sites in an appropriate medical response vehicle per directions received primarily from the 911 dispatcher, Patrick AFB Fire/Rescue, or Patrick AFB Security Forces.

A.1.4. Providing full Advanced Life Support care and treatment to patients and providing supplies, services and equipment necessary to maintain the patient's medical status.

A.1.5. Coordinating in-field care in accordance with Brevard County Fire Recue medical protocols with local hospitals.

A.1.6. Coordinating patient transport with local hospitals.

A.1.7. Transporting patients to local hospital from Patrick AFB and related housing areas.

A.1.8. Ensuring a paramedic remains with patients until patients are properly accepted by a qualified member of the receiving hospital.

A.1.9. Providing reports to the Contracting Officer Representative (COR) concerning number of responses, transports, and summaries of care for individuals from Patrick AFB and related housing areas.

A.2. RESPONSE TO IN-FLIGHT EMERGENCIES. The Contractor is responsible for serving as primary medical response to all flight line emergencies and in-flight emergencies on Patrick AFB FL. The Contractor shall be notified of the need to respond by the base fire department via the 911 Emergency Dispatch Systems. Specific responsibilities include, but are not limited to:

A.2.1. Maintaining radio contract with Fire Chief at all times while in-transit and parked at Building 810 (Patrick AFB Flight Line Fire Department).

A.2.2. Providing medical advice and guidance to Air Traffic Controllers for relay to endangered inbound aircraft.

A.2.3. Falling under the authority of the Fire Chief or On-Scene Commander and obeying all directives they provide.

A.2.4. Providing full advanced life support care and treatment to patients and providing supplies, services and equipment necessary to maintain the patient's medical status.

A.2.5. Coordinating in-field care in accordance the Brevard County Emergency Fire Rescue medical protocols with local hospitals.

A.2.6. Coordinating patient transport with local hospitals.

A.2.7. Transporting patients to local hospitals.

A.2.8. Providing ambulance response to in-flight physiological emergencies. Physiological emergencies include, but are not limited to hypoxia, decompression sickness, loss of consciousness, aircrew illness (acute or preexisting), drugs, ejection, or bailout, aircrew spatial disorientation, traumatic strains, or injuries (including G-force induced) and loss of pressurization. Base Fire Department will notify Contractor of the need for response via the Brevard County 911 emergency response system.

A.2.9. Ensuring a paramedic remains with patients until patients are properly accepted by a qualified member of receiving hospital.

A.2.10. Providing reports, as required, concerning number of responses, transports, and summaries of care for individuals requiring transport and treatment resulting from any flight line related or in-flight emergency.

A.3. 45TH-SPACE WING AND MTF EXERCISE PARTICIPATION. Contractor shall be responsible for participating in 45 SW and MTF exercises and inspections. The 45 SW or MTF will provide at least 15 days advance notification prior to exercise date. Specific response times for exercise will not be provided until the day of the exercise. Specific responsibilities and procedures include, but are not limited to the following:

A.3.1. Participating in advance exercises preparatory meetings.

A.3.2. Assisting 45 SW and MTF Wing Inspection Team (WIT) with developing exercise scenarios, goals, and objectives.

A.3.3. Responding with paramedics to exercise sites and performing mock duties as needed.

A.3.4. Falling under the authority of the Fire chief or On-Scene Commander and obeying all directives they provide.

A.3.5. Providing mock field patient care and mock patient transport during exercises.

A.3.6. Participating in after-action exercise meetings and completing written critiques as requested.

A.3.7. Providing detailed exercise analysis, as required, by member of the 45 SW and MTF WIT.

A.4. DOCUMENTATION. All Contractor prepared documentation shall be timely, legible, accurate, and thorough and must contain a signature. The paramedic or emergency medical technician shall ensure complete patient identifying information is on all documentation to be provided to the MTF relating to the transport.

A.5. TOTAL QUALITY IMPROVEMENT. The COR shall assess response time to calls, on-scene time, documentation of care, and trauma call documentation to assure its quality.

A.6. RECORDS. The Contractor shall be responsible for creating, maintaining, and disposing of only those Government required records which are specifically cited in the PWS or as may be required by the provisions of a mandatory directive listed in Appendix C of the PWS. If requested by the Government, the Contractor shall provide the original record or a reproducible copy of any such records within five working days of receipt of the request.

A.7. RELEASE OF MEDICAL INFORMATION. Under this contract's SOW/PWS, the contractor will be considered a 'Business Associate' under the terms of the Health Insurance Portability & Accountability Act of 1996 (HIPAA), Public Law 104-191, and its implementing regulations, including DOD 6025.18-R. In the performance of this contract, the contractor shall, when performing as a 'Business Associate,' comply with all rules and requirements applicable to a 'Business Associate' under HIPAA and its implementing regulations including DoD 6025.18-R, see Appendix D, HIPAA guidelines. Violation of HIPAA may involve the imposition of fines and/or imprisonment. The Contractor shall include this notification and requirement in every subcontract for 'Business Associate' service.

A.8. COMMUNICATION. The Contractor shall ensure contract providers maintain open and professional communication with members of the MTF. Complaints validated by the COR and Chief of Medical Staff, shall be reported in writing to the contract administrator and the Contractor for action. Failure of the Contractor to correct validated complaints raised by the MTF staff and the CO will be considered a failure to perform.

A.9. PERFORMANCE EVALUATION MEETINGS. The CO shall require the Contractor or his representative to meet with the CO, contract administrator, COR, and the Government representatives as often as deemed necessary. The Contractor may request a meeting with the CO when he deems such necessary. Meetings will be documented in the contract file with written minutes signed by the contract manager and the CO, or contract administrator. Should the Contractor not concur with the minutes, such non-concurrence shall be provided in writing to the CO within ten (10) calendar days of receipt of the minutes.

APPENDIX B – ACRONYMS AND DEFINITIONS

45 SW - 45TH SPACE WING

AD - ACTIVE DUTY

ACLS - ADVANCED CARDIAC LIFE SUPPORT

BLS - BASIC LIFE SUPPORT

CEU - CONTINUING EDUCATION UNITS

CME - CONTINUING MEDICAL EDUCATION

CO - CONTRACTING OFFICER: The Contracting Officer responsible for administering the contract after award. The CO is the only individual who can make changes in the contract, bind the government monetarily, and direct the contractor.

COR - CONTRACTING OFFICER REPRESENTATIVE: A government person responsible for assessment of contractor performance.

DWI - DRIVING WHILE INTOXICATED

DUI - DRIVING UNDER THE INFLUENCE

GED – GENERAL EDUCATIONAL DEVELOPMENT

HIPAA - HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

IAW - IN ACCORDANCE WITH

JCAHO - JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

MTF - MEDICAL TREATMENT FACILITY: Air Force hospitals or clinics, including all activities providing outpatient and/or in-patient health care services for authorized personnel

POC- POINT OF CONTACT

PWS - PERFORMANCE WORK STATEMENT: A document that accurately describes a service in terms of the output requirements.

QA/RM - QUALITY ASSURANCE/RISK MANAGEMENT COMMITTEE. Committee responsible for the execution of the MTF QA/RM plan to include the duties outlined in AFI 44-119. The committee ensures an ongoing assessment of the quality and appropriateness of all medical care and will put in priority sequence suspected problems for evaluation, resolution, and follow-up.

QUALITY ASSURANCE/RISK MANAGEMENT (QA/RM) PLAN. An organized document which describes the methods of doing quality assurance (QA) reviews within the MTF. It designates the areas of responsibility and accountability for the QA program and the mechanisms for monitoring and evaluating patient care. It is consistent with the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) monitoring and evaluation (M&E) approach and the Air Force risk management (RM) efforts.

SS- SERVICE SUMMARY: Identifies the key service outputs of the contract that will be evaluated by the government to assure contract performance standards are met by the Contractor

SOW - STATEMENT OF WORK: A document that accurately describes a service in terms of the output requirements.

WIT - WING INSPECTION TEAM: Formally known as Exercise Evaluation Team (EET)

APPENDIX C – APPLICABLE PUBLICATIONS AND FORMS

C. 1. Publications and forms applicable to the Performance Work Statement (PWS) are listed below. The Contractor is obligated to follow those publications. These publications are available in the MTF and maintained by the Government. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications that result in a decrease or no change in the price and notify the Contracting Officer (CO) in writing of such change. Should a decrease in contract price result; the Contractor shall provide a proposal for reduction in the price to the CO. Prior to implementing any change that will result in an increase; the Contractor shall submit to the CO a price proposal within 30 days of receipt of the change by the Contractor. The CO and the Contractor shall negotiate the change into the contract under the provisions of the contract clause entitled "Changes." Failure of the Contractor to submit a price proposal within 30 days from receipt of the change shall entitle the Government to performance in accordance with such change at no increase in price.

PUB NO.	TITLE	DATE
Department of Defense (DOD) Regulations/Manuals/Instructions/Directives		
DOD Instruction 1402.5,	Criminal History and Background Checks on Individuals in Child Care	Jan 93
DoD Directive 5500.7,	Standards of Conduct	Nov 07
DoD Instruction 6040.40,	Military Health System Data Quality Management Control Procedures	Nov 02

Air Force Regulations/Manuals/Instructions

AFI 41-217	Health Information Assurance for Military Treatment Facilities	Dec 05
AFI 44-119	Medical Quality Operations	Aug 11

Other References

Health Insurance Portability and Accountability Act (HIPAA) P.L. 101-647, Section 231, Subtitle E-Child Care Worker Employee Background Checks	1997
SGGF O.I. 91-02, Aircraft Accident and Incident Reporting Procedures	Jul 03
SGGF O.I. 91-03, Management of Physiological Incidents	Jul 03
SGGF O.I. 91-06, Accident Response Actual/Exercise	Jul 03

C. 2 FORMS. The MTF will provide required Government forms used in the performance of services. Some of the forms used in the performance of duties are, but not limited to, those listed below:

SF Form 600, Chronological Record of Medical Care	Nov 10
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APPENDIX D - MEDICAL DISCLOSURE

D. 1. PRIVACY AND CONFIDENTIALITY

D.1. 1. PATIENT LISTS. Patient lists, no matter how developed shall be treated as privileged information. Lists and/or names of patients shall not be disclosed to or revealed in any way for any use outside the MTF without prior written permission by the Chief of Hospital Services.

D 1. 2. PATIENT SENSITIVITY. Contractors shall respect and maintain the basic rights of patients, HIPAA regulations, demonstrating concern for personal dignity and human relationships. Contractors receiving complaints validated by the QAP and Chief of the Medical Staff shall be subject to counseling and, depending on the nature and severity of the complaint, separation from performing services under this contract.

D 1. 3. RELEASE OF MEDICAL INFORMATION. The contract employee shall only release medical information obtained during the course of this contract to other MTF staff involved in the care and treatment of the individual patient.

D 1. 4. PRIVACY OF PROTECTED HEALTH INFORMATION. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996.

D 1.4.1. HIPAA is comprised of several different sections, each to be implemented by the Dept. of Health and Human Services. The medical facilities of the military services and the DOD health plans are specifically listed as covered by HIPAA. Currently, HIPAA Privacy and Security Rules, as set forth in the Code of Federal Regulations, are in effect for all MTFs. The specific implementation of HIPAA Privacy for DOD medical facilities is set forth in DOD 6025.18-R, and for HIPAA Security, the requirements for AF MTFs are contained in DOD 8580.02-R and AFI 41-217, which also contains additional Information Assurance requirements for all AF MTFs. DOD 6025.18-R, DOD 8580.02-R and AFI 41-217 are incorporated herein by reference. MTFs are responsible to insure overall compliance with HIPAA requirements, which includes incorporation of certain requirements in contracts entered or amended after the respective implementation dates.

D 1.4.2. IAW these regulations, the Contractor and its employees meet the definition of Business Associates. Therefore, a Business Associate Agreement is required by law to comply with both the HIPAA Privacy and Security regulations. This clause serves as that agreement for each MTF, whereby the Contractor and its employees agree to abide by all HIPAA Privacy and Security requirements regarding health information as defined in this clause, DoD6025-18-R, DOD 8520.02-R and AFI 41-217. Additional HIPAA requirements will be addressed *when implemented*.

D 1.5 INTRODUCTIONS.

D.1.5.1. DEFINITIONS. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DOD 6025.18-R, DOD 8520.02-R or AFI 41-217.

D.1.5.2 Individual has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

D.1.5.3. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

D.1.5.4. Protected Health Information has the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of the Government.

D.1.5.5. Electronic Protected Health Information has the same meaning as the term “electronic protected health information” in 45 CFR 160.103.

D.1.5.6 Required by Law has the same meaning as the term “required by law” in 45 CFR 164.501 and 164.103.

D.1.5.7. Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

D.1.5.8. Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160,162 and part 164 subpart C.

D.1.5.9. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304 and 164.501.

D.1.5.10. The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

D.1.5.11. The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

D.1.5.12. The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

D.1.5.13. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

D.1.5.14. The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

D.1.5.15. The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware of.

D.1.5.16. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

D.1.5.17. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to

protect it.

D.1.5.18. The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

D.1.5.19. The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

D.1.5.20. The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

D.1.5.21. The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

D.1.5.22. The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

D.1. 6. GENERAL USE AND DISCLOSURE PROVISIONS Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, DOD 6025.18-R, the HIPAA Security Rule, or DOD 8580.02-R if done by the Government.

D.1.7. SPECIFIC USE AND DISCLOSURE PROVISIONS.

D.1.7.1. Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

D.1.7.2. Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

D.1.7.3. Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR

164.504(e)(2)(i)(B).

D.1.7.4. Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

D. 2. OBLIGATIONS TO THE GOVERNMENT. Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions:

D.2.1. Upon request, the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

D.2.2. The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

D.2.3. The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

D. 3. PERMISSIBLE REQUEST BY THE GOVERNMENT. The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, DOD 6025.18R, the HIPAA Security Rule, or DOD 8580.02-R, if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

D. 4. TERMINATION. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

D. 4.1. EFFECTS OF TERMINATION.

D.4.1.1. If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below.

D. 4.1.2. If this contract does not have records management requirements, except as provided in paragraph (E 4.1.3.) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

D. 4.1.3. If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such

Protected Health Information.

D. 5. MISCELLANEOUS

D. 5.1. REGULATORY REFERENCES. A reference in this Clause to a section in DOD 6025.18-R, HIPAA Privacy Regulation or DOD 8580.02-R, HIPAA Security Regulation, or any CFR or AFI provision means the section as currently in effect or as amended, and for which compliance is required.

D. 5.2. SURVIVAL. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

D. 5.3. INTERPRETATION. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18-R, the CFR HIPAA Privacy Rule, DOD 8520.02-R, the CFR HIPAA Security Rule and AFI 41-217.

WD 05-2117 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2117
Revision No.: 15
Date Of Revision: 07/25/2014

State: Florida

Area: Florida Counties of Brevard, Indian River

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.56
01012 - Accounting Clerk II		15.22
01013 - Accounting Clerk III		18.43
01020 - Administrative Assistant		19.20
01040 - Court Reporter		16.31
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		13.31
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		12.38
01112 - General Clerk II		13.39
01113 - General Clerk III		14.93
01120 - Housing Referral Assistant		17.64
01141 - Messenger Courier		12.16
01191 - Order Clerk I		11.55
01192 - Order Clerk II		13.60
01261 - Personnel Assistant (Employment) I		14.66
01262 - Personnel Assistant (Employment) II		16.40
01263 - Personnel Assistant (Employment) III		18.29
01270 - Production Control Clerk		19.41
01280 - Receptionist		11.39
01290 - Rental Clerk		12.83
01300 - Scheduler, Maintenance		14.20
01311 - Secretary I		14.20
01312 - Secretary II		15.82
01313 - Secretary III		17.64
01320 - Service Order Dispatcher		14.82
01410 - Supply Technician		19.60
01420 - Survey Worker		16.31
01531 - Travel Clerk I		11.33
01532 - Travel Clerk II		12.24
01533 - Travel Clerk III		13.11
01611 - Word Processor I		12.21
01612 - Word Processor II		13.16
01613 - Word Processor III		16.23
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.32
05010 - Automotive Electrician		18.15
05040 - Automotive Glass Installer		17.17
05070 - Automotive Worker		17.17

05110 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	18.88
05160 - Motor Equipment Metal Worker	17.17
05190 - Motor Vehicle Mechanic	18.80
05220 - Motor Vehicle Mechanic Helper	14.58
05250 - Motor Vehicle Upholstery Worker	16.58
05280 - Motor Vehicle Wrecker	17.17
05310 - Painter, Automotive	18.04
05340 - Radiator Repair Specialist	17.17
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	18.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.12
07042 - Cook II	12.08
07070 - Dishwasher	8.13
07130 - Food Service Worker	10.11
07210 - Meat Cutter	14.83
07260 - Waiter/Waitress	9.64
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.93
09040 - Furniture Handler	13.01
09080 - Furniture Refinisher	16.55
09090 - Furniture Refinisher Helper	13.38
09110 - Furniture Repairer, Minor	14.99
09130 - Upholsterer	16.55
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.09
11060 - Elevator Operator	10.09
11090 - Gardener	13.52
11122 - Housekeeping Aide	11.47
11150 - Janitor	11.47
11210 - Laborer, Grounds Maintenance	11.33
11240 - Maid or Houseman	9.03
11260 - Pruner	10.31
11270 - Tractor Operator	13.20
11330 - Trail Maintenance Worker	11.33
11360 - Window Cleaner	12.61
12000 - Health Occupations	
12010 - Ambulance Driver	15.51
12011 - Breath Alcohol Technician	17.75
12012 - Certified Occupational Therapist Assistant	27.42
12015 - Certified Physical Therapist Assistant	24.67
12020 - Dental Assistant	15.36
12025 - Dental Hygienist	28.81
12030 - EKG Technician	17.76
12035 - Electroneurodiagnostic Technologist	17.76
12040 - Emergency Medical Technician	15.51
12071 - Licensed Practical Nurse I	16.45
12072 - Licensed Practical Nurse II	18.40
12073 - Licensed Practical Nurse III	20.52
12100 - Medical Assistant	12.83
12130 - Medical Laboratory Technician	18.67
12160 - Medical Record Clerk	14.62
12190 - Medical Record Technician	15.17
12195 - Medical Transcriptionist	14.93
12210 - Nuclear Medicine Technologist	30.91
12221 - Nursing Assistant I	11.00
12222 - Nursing Assistant II	12.37
12223 - Nursing Assistant III	13.50
12224 - Nursing Assistant IV	15.14

12235 - Optical Dispenser	17.68
12236 - Optical Technician	13.58
12250 - Pharmacy Technician	12.47
12280 - Phlebotomist	15.14
12305 - Radiologic Technologist	24.10
12311 - Registered Nurse I	22.67
12312 - Registered Nurse II	27.73
12313 - Registered Nurse II, Specialist	27.73
12314 - Registered Nurse III	33.55
12315 - Registered Nurse III, Anesthetist	33.55
12316 - Registered Nurse IV	40.22
12317 - Scheduler (Drug and Alcohol Testing)	22.80
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.52
13012 - Exhibits Specialist II	20.85
13013 - Exhibits Specialist III	23.88
13041 - Illustrator I	16.29
13042 - Illustrator II	19.52
13043 - Illustrator III	23.31
13047 - Librarian	22.41
13050 - Library Aide/Clerk	11.99
13054 - Library Information Technology Systems Administrator	20.85
13058 - Library Technician	15.75
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.55
13063 - Media Specialist III	17.57
13071 - Photographer I	15.22
13072 - Photographer II	17.02
13073 - Photographer III	21.09
13074 - Photographer IV	24.68
13075 - Photographer V	27.29
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.15
14042 - Computer Operator II	18.06
14043 - Computer Operator III	20.14
14044 - Computer Operator IV	22.37
14045 - Computer Operator V	24.79
14071 - Computer Programmer I	(see 1) 23.18
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.15
14160 - Personal Computer Support Technician	22.37
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.98
15020 - Aircrew Training Devices Instructor (Rated)	33.63
15030 - Air Crew Training Devices Instructor (Pilot)	35.42
15050 - Computer Based Training Specialist / Instructor	29.98
15060 - Educational Technologist	25.26
15070 - Flight Instructor (Pilot)	35.42
15080 - Graphic Artist	20.58
15090 - Technical Instructor	21.82
15095 - Technical Instructor/Course Developer	25.91
15110 - Test Proctor	17.90
15120 - Tutor	17.90
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	8.37
16030 - Counter Attendant	8.37
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.37
16090 - Presser, Hand	8.37
16110 - Presser, Machine, Drycleaning	8.37
16130 - Presser, Machine, Shirts	8.37
16160 - Presser, Machine, Wearing Apparel, Laundry	8.37
16190 - Sewing Machine Operator	11.12
16220 - Tailor	11.82
16250 - Washer, Machine	9.06
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.55
19040 - Tool And Die Maker	20.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.08
21030 - Material Coordinator	19.41
21040 - Material Expediter	19.41
21050 - Material Handling Laborer	11.56
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.84
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.88
21150 - Stock Clerk	15.84
21210 - Tools And Parts Attendant	14.66
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.46
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	19.14
23060 - Aircraft Servicer	17.47
23080 - Aircraft Worker	18.35
23110 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	13.08
23125 - Cable Splicer	24.84
23130 - Carpenter, Maintenance	18.77
23140 - Carpet Layer	17.82
23160 - Electrician, Maintenance	22.10
23181 - Electronics Technician Maintenance I	22.65
23182 - Electronics Technician Maintenance II	24.25
23183 - Electronics Technician Maintenance III	25.73
23260 - Fabric Worker	16.67
23290 - Fire Alarm System Mechanic	17.54
23310 - Fire Extinguisher Repairer	15.49
23311 - Fuel Distribution System Mechanic	20.11
23312 - Fuel Distribution System Operator	16.75
23370 - General Maintenance Worker	17.61
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	17.47
23382 - Ground Support Equipment Worker	18.35
23391 - Gunsmith I	17.56
23392 - Gunsmith II	20.20
23393 - Gunsmith III	22.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.49
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.55

23430 - Heavy Equipment Mechanic	20.74
23440 - Heavy Equipment Operator	16.89
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	20.21
23470 - Laborer	12.14
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	23.76
23550 - Machinist, Maintenance	20.27
23580 - Maintenance Trades Helper	15.08
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.26
23593 - Metrology Technician III	22.06
23640 - Millwright	20.21
23710 - Office Appliance Repairer	18.22
23760 - Painter, Maintenance	17.34
23790 - Pipefitter, Maintenance	19.44
23810 - Plumber, Maintenance	18.59
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	19.60
23870 - Scale Mechanic	17.82
23890 - Sheet-Metal Worker, Maintenance	19.20
23910 - Small Engine Mechanic	16.50
23931 - Telecommunications Mechanic I	24.15
23932 - Telecommunications Mechanic II	25.23
23950 - Telephone Lineman	21.31
23960 - Welder, Combination, Maintenance	18.14
23965 - Well Driller	20.11
23970 - Woodcraft Worker	20.11
23980 - Woodworker	14.58
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.25
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	10.53
24620 - Family Readiness And Support Services Coordinator	13.26
24630 - Homemaker	16.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.20
25040 - Sewage Plant Operator	18.79
25070 - Stationary Engineer	19.20
25190 - Ventilation Equipment Tender	14.23
25210 - Water Treatment Plant Operator	18.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.87
27007 - Baggage Inspector	12.42
27008 - Corrections Officer	18.77
27010 - Court Security Officer	18.77
27030 - Detection Dog Handler	17.09
27040 - Detention Officer	18.77
27070 - Firefighter	19.22
27101 - Guard I	12.42
27102 - Guard II	17.09
27131 - Police Officer I	20.43
27132 - Police Officer II	22.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.12
28042 - Carnival Equipment Repairer	13.43
28043 - Carnival Equipment Worker	9.04
28210 - Gate Attendant/Gate Tender	13.56
28310 - Lifeguard	12.08
28350 - Park Attendant (Aide)	15.16

28510 - Recreation Aide/Health Facility Attendant	11.07
28515 - Recreation Specialist	18.79
28630 - Sports Official	12.08
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.91
29020 - Hatch Tender	17.91
29030 - Line Handler	17.91
29041 - Stevedore I	17.02
29042 - Stevedore II	20.11
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.80
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.56
30022 - Archeological Technician II	16.54
30023 - Archeological Technician III	20.23
30030 - Cartographic Technician	19.71
30040 - Civil Engineering Technician	20.89
30061 - Drafter/CAD Operator I	13.92
30062 - Drafter/CAD Operator II	15.57
30063 - Drafter/CAD Operator III	18.21
30064 - Drafter/CAD Operator IV	21.36
30081 - Engineering Technician I	15.41
30082 - Engineering Technician II	17.30
30083 - Engineering Technician III	19.35
30084 - Engineering Technician IV	23.98
30085 - Engineering Technician V	29.33
30086 - Engineering Technician VI	35.49
30090 - Environmental Technician	18.78
30210 - Laboratory Technician	22.77
30240 - Mathematical Technician	19.29
30361 - Paralegal/Legal Assistant I	15.19
30362 - Paralegal/Legal Assistant II	20.55
30363 - Paralegal/Legal Assistant III	25.12
30364 - Paralegal/Legal Assistant IV	30.43
30390 - Photo-Optics Technician	19.71
30461 - Technical Writer I	19.86
30462 - Technical Writer II	24.29
30463 - Technical Writer III	29.39
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	18.21
30621 - Weather Observer, Senior	(see 2)
31000 - Transportation/Mobile Equipment Operation Occupations	19.59
31020 - Bus Aide	11.22
31030 - Bus Driver	12.82
31043 - Driver Courier	15.56
31260 - Parking and Lot Attendant	11.35
31290 - Shuttle Bus Driver	13.22
31310 - Taxi Driver	13.42
31361 - Truckdriver, Light	14.77
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	15.38
31364 - Truckdriver, Tractor-Trailer	15.38
99000 - Miscellaneous Occupations	
99030 - Cashier	9.59

99050 - Desk Clerk	10.15
99095 - Embalmer	23.84
99251 - Laboratory Animal Caretaker I	10.25
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	23.84
99410 - Pest Controller	14.24
99510 - Photofinishing Worker	10.82
99710 - Recycling Laborer	13.25
99711 - Recycling Specialist	15.71
99730 - Refuse Collector	12.05
99810 - Sales Clerk	11.66
99820 - School Crossing Guard	10.86
99830 - Survey Party Chief	17.08
99831 - Surveying Aide	11.32
99832 - Surveying Technician	15.53
99840 - Vending Machine Attendant	13.23
99841 - Vending Machine Repairer	15.49
99842 - Vending Machine Repairer Helper	13.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.