



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.19

10/22/2019

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:

\$442,344.00 Revenue (5-year term)

Dept/Office:

Fire Rescue Department

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 and 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, Florida. 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, 2019 for a five (5) year term terminating September 30, 2024. The first annual payment of \$85,000 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. The annual payment will increase by 2% for each of the four (4) remaining subsequent years, terminating on September 30, 2024.

Fiscal Impact: \$442,344.00 Revenue (5-year term)

389

Contact Information: Mark Schollmeyer, Fire Chief/Director, (321) 633-2056
mark.schollmeyer@brevardfl.gov <<mailto:mark.schollmeyer@brevardfl.gov>>

Clerk to the Board Instructions:

Chairman to sign front page of Solicitation/Contract at Space 30a - Return fully executed contract to Fire
Rescue Department, Attn: Pamela Barrett

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: PATRICK AIR FORCE BASE (PAFB CONTRACT #2662)	
2. Fund/Account #: 1351/284610/5340000	3. Department Name: BCFR
4. Contract Description: PROVIDE EMS TRANSPORT SERVICES	
5. Contract Monitor: ORLANDO DOMINGUEZ/PAMELA BARRETT	7. Contract Type: INTERGOVT/FEDERAL
6. Dept/Office Director: MARK SCHOLLMAYER, FIRE CHIEF	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	10/3/19
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	10-09-2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	10/9/19

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 23, 2019

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Fire Rescue Director

RE: Item F.19, Resolution of the Board of County Commissioners of Brevard County, Florida Adopting Agreement Between the County and Federal Government/Patrick Air Force Base (PAFB) for EMS Transport Services for PAFB

The Board of County Commissioners, in regular session on October 22, 2019, executed Agreement with Federal Government/Patrick Air Force Base (PAFB) for EMS Transport Services for PAFB. Enclosed is a fully-executed Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cw

Encl. (1)

cc: Contracts Administration
Finance
Budget

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER F3K4BD9162A001	PAGE 1 OF 27	
2. CONTRACT NO. FA252120C0003	3. AWARD/EFFECTIVE DATE 10/1/2019	4. ORDER NUMBER	5. SOLICITATION NUMBER FA252119QA009	6. SOLICITATION ISSUE DATE 9/23/2019		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Jose Plasencia, Contracting Officer	b. TELEPHONE NUMBER (No collect calls) 321-494-4394	8. OFFER DUE DATE/ LOCAL TIME 9/6/2019 12:00 PM EST	
9. ISSUED BY FA2521 45 CONS LGC ADMINISTRATIVE ONLY NO REQUISITIONS 1201 EDWARD H WHITE II ST MS 7200 PATRICK AFB, FL 32925-3237 United States Jose Plasencia, Contracting Officer Sugeys Allen, Contract Specialist		CODE FA2521	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS _____ <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621910 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net Days 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY FA2521 45 CONS LGC ADMINISTRATIVE ONLY NO REQUISITIONS 1201 EDWARD H WHITE II ST MS 7200 PATRICK AFB, FL 32925-3237 United States		
17a. CONTRACTOR/ OFFEROR Brevard, County of 1040 Florida Ave S Ste 203A Rockledge, FL 32955-2498 United States ORLANDO DOMINGUEZ, Telephone: 321-633-2056 ext 59770 Email: Orlando.Dominguez@brevardcounty.us	CODE 1MWX5	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 503000 DFAS CO JAIM ANALYSIS RECON 3990 E BROAD ST BLDG 21 RM 6C 240 COLUMBUS, OH 43213-1152 United States			
TELEPHONE NO.			CODE F03000			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			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					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See Section G				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$85,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 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			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES 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			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. FA252119QA009 OFFER DATED 9/18/2019 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) KRISTINE ISNARDI, CHAIR BOARD OF COUNTY COMMISSIONERS		30c. DATE SIGNED 10-22-19	31b. NAME OF CONTRACTING OFFICER (Type or print) Jose Plasencia		31c. DATE SIGNED 10/1/2019	

Supplies or Services and Prices/Cost

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated at 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the first month of the year (1 - 31 Oct 19). All work to be performed IAW PWS dated 26 Jun 19. Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price CIN: F3K4BD9162A0010000AA ACRN: AA	1.0	Months	USD 7,087.00 Estimated	Firm Price USD 7,087.00 Funded Amount USD 7,087.00
0002	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the remaining 11 months of the year (01 Nov 19 - 30 Sep 20). Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price CIN: F3K4BD9162A0010000AA ACRN: AA	11.0	Months	USD 7,083.00 Estimated	Firm Price USD 77,913.00 Funded Amount USD 77,913.00
Option Line Item 1001	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated at 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the first month of the year (1 - 31 Oct 20). All work to be performed IAW PWS dated 26 Jun 19. Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price	1.0	Months	USD 7,225.00 Estimated	Firm Price USD 7,225.00
Option Line Item 1002	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the	11.0	Months	USD 7,225.00 Estimated	Firm Price USD 79,475.00

	remaining 11 months of the year (01 Nov 20 - 30 Sep 21). Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price				
Option Line Item 2001	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated at 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the first month of the year (1 - 31 Oct 21). All work to be performed IAW PWS dated 26 Jun 19. Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price	1.0	Months	USD 7,364.00 Estimated	Firm Price USD 7,364.00
Option Line Item 2002	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the remaining 11 months of the year (01 Nov 21 - 30 Sep 22). Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price	11.0	Months	USD 7,370.00 Estimated	Firm Price USD 81,070.00
Option Line Item 3001	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated at 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the first month of the year (1 - 31 Oct 22). All work to be performed IAW PWS dated 26 Jun 19. Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price	1.0	Months	USD 7,516.00 Estimated	Firm Price USD 7,516.00
Option Line Item 3002	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the remaining 11 months of the year (01 Nov 22 - 30 Sep 23). Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225	11.0	Months	USD 7,517.00 Estimated	Firm Price USD 82,687.00

	Firm Fixed Price				
Option Line Item 4001	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated at 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the first month of the year (1 - 31 Oct 23). All work to be performed IAW PWS dated 26 Jun 19. Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price	1.0	Months	USD 7,670.00 Estimated	Firm Price USD 7,670.00
Option Line Item 4002	Services, non-personal. Provide a minimum of one state certified paramedic and one state certified EMT and ambulance response services for Patrick AFB. This CLIN is estimated 220 runs per year. Contractor shall invoice monthly for actual runs provided each month only. This CLIN is for the remaining 11 months of the year (01 Nov 23 - 30 Sep 24). Purchase Requisition Number: F3K4BD9162A001 Product Service Code: V225 Firm Fixed Price	11.0	Months	USD 7,667.00 Estimated	Firm Price USD 84,337.00

Description/Specifications/Statement of Work

Requirements

Non-personal services necessary to perform advanced life support, ambulance and transport services.
Period of Performance: 01 Oct 19 - 30 Sep 20 with four additional one-year option renewals through 30 Sep 24.

Packaging and Marking

Inspection and Acceptance

0001 Inspection and Acceptance Location

Both

Destination

Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD

Cage:

DunsNumber:

Duns4Number:

CountryCode: USA

45 MDSS SGSL

1383 S PATRICK DR

AF BPN NO MILSBILLS PROCESSES

PATRICK AFB, FL 32925 3607

United States

OfficeCode:

Irene Lucas

Telephone: 321-494-7858

Email: irene.m.lucas.civ@mail.mil

0002 Inspection and Acceptance Location

Both

Destination

Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD

Cage:

DunsNumber:

Duns4Number:

CountryCode: USA

45 MDSS SGSL

1383 S PATRICK DR

AF BPN NO MILSBILLS PROCESSES

PATRICK AFB, FL 32925 3607

United States

OfficeCode:

Irene Lucas

Telephone: 321-494-7858

Email: irene.m.lucas.civ@mail.mil

Option Line Item 1001 Inspection and Acceptance Location

Option
Line Item
1001

Both

Destination

Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD

Cage:

DunsNumber:

Duns4Number:

CountryCode: USA

45 MDSS SGSL

1383 S PATRICK DR

AF BPN NO MILSBILLS PROCESSES
 PATRICK AFB, FL 32925 3607
 United States

OfficeCode:
 Irene Lucas
 Telephone: 321-494-7858
 Email: irene.m.lucas.civ@mail.mil

Option Inspection and Acceptance Location

**Line Item
 1002**

Both
 Destination
 Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD
 Cage:
 DunsNumber:
 Duns4Number:
 CountryCode: USA

45 MDSS SGSL
 1383 S PATRICK DR
 AF BPN NO MILSBILLS PROCESSES
 PATRICK AFB, FL 32925 3607
 United States

OfficeCode:
 Irene Lucas
 Telephone: 321-494-7858
 Email: irene.m.lucas.civ@mail.mil

Option Inspection and Acceptance Location

**Line Item
 2001**

Both
 Destination
 Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD
 Cage:
 DunsNumber:
 Duns4Number:
 CountryCode: USA

45 MDSS SGSL
 1383 S PATRICK DR
 AF BPN NO MILSBILLS PROCESSES
 PATRICK AFB, FL 32925 3607
 United States

OfficeCode:
 Irene Lucas
 Telephone: 321-494-7858
 Email: irene.m.lucas.civ@mail.mil

Option Inspection and Acceptance Location

**Line Item
 2002**

Both
 Destination
 Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD
 Cage:
 DunsNumber:
 Duns4Number:

CountryCode: USA

45 MDSS SGSL
1383 S PATRICK DR
AF BPN NO MILSBILLS PROCESSES
PATRICK AFB, FL 32925 3607
United States

OfficeCode:
Irene Lucas
Email: irene.m.lucas.civ@mail.mil
Telephone: 321-494-7858

Option Inspection and Acceptance Location

Line Item
3001

Both
Destination
Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

45 MDSS SGSL
1383 S PATRICK DR
AF BPN NO MILSBILLS PROCESSES
PATRICK AFB, FL 32925 3607
United States

OfficeCode:
Irene Lucas
Telephone: 321-494-7858
Email: irene.m.lucas.civ@mail.mil

Option Inspection and Acceptance Location

Line Item
3002

Both
Destination
Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

45 MDSS SGSL
1383 S PATRICK DR
AF BPN NO MILSBILLS PROCESSES
PATRICK AFB, FL 32925 3607
United States

OfficeCode:
Irene Lucas
Email: irene.m.lucas.civ@mail.mil
Telephone: 321-494-7858

Option Inspection and Acceptance Location

Line Item
4001

Both
Destination
Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD

400

Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

45 MDSS SGSL
1383 S PATRICK DR
AF BPN NO MILSBILLS PROCESSES
PATRICK AFB, FL 32925 3607
United States

OfficeCode:
Irene Lucas
Telephone: 321-494-7858
Email: irene.m.lucas.civ@mail.mil

Option Inspection and Acceptance Location

**Line Item
4002**

Both
Destination
Instructions: Inspection and acceptance will take place in PIEE/IRAPT (formerly known as WAWF).

DoDAAC: F3K4BD
Cage:
DunsNumber:
Duns4Number:
CountryCode: USA

45 MDSS SGSL
1383 S PATRICK DR
AF BPN NO MILSBILLS PROCESSES
PATRICK AFB, FL 32925 3607
United States

OfficeCode:
Irene Lucas
Telephone: 321-494-7858
Email: irene.m.lucas.civ@mail.mil

Deliveries or Performance

Contractor
Destination

0001 Delivery Schedule
Period of
Performance
From
01 OCT 2019
to
31 OCT 2019

0002 Delivery Schedule
Period of
Performance
From
01 NOV 2019
to
30 SEP 2020

Option Line Item
1001 Delivery Schedule
Period of
Performance
From
01 OCT 2020
to
31 OCT 2020

Option Line Item
1002 Delivery Schedule
Period of
Performance
From
01 NOV 2020
to
30 SEP 2021

Option Line Item
2001 Delivery Schedule
Period of
Performance
From
01 OCT 2021
to
31 OCT 2021

Option Line Item
2002 Delivery Schedule
Period of
Performance
From
01 NOV 2021
to
30 SEP 2022

Option Line Item Delivery Schedule

402

3001

Period of
Performance
From
01 OCT 2022
to
31 OCT 2022

Option Line Item
3002

Delivery Schedule
Period of
Performance
From
01 NOV 2022
to
30 SEP 2023

Option Line Item
4001

Delivery Schedule
Period of
Performance
From
01 OCT 2023
to
31 OCT 2023

Option Line Item
4002

Delivery Schedule
Period of
Performance
From
01 NOV 2023
to
30 SEP 2024

Contract Administration Data

ACRN	Line of Accounting
AA	9700130.1883 2X0 83LE 3H5891 010000 57424 87700F 503000 F03000
Amount	USD 85,000.00

ACRN	CLIN/SLIN	CIN	Amount
AA	0001	F3K4BD9162A0010000AA	USD 7,087.00
	0002	F3K4BD9162A0010000AA	USD 77,913.00

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative	1991-12
252.204-7006	Billing Instructions.	2005-10
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. 2018-12

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

Payment request and receiving report are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

___Jose Plasencia___

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements 404 for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

___Jose Plasencia___

(Contracting Officer: Insert either Invoice 2in1 or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) [Note: The Contractor may use a WAWF combo document type to create some combinations of invoice and receiving report in one step.]

(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	__FA2521__
LPO DoDAAC	__N/A__
DCAA Auditor DoDAAC	__N/A__
Other DoDAAC(s)	__N/A__

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert See Schedule or Not applicable.)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

__WAWF helpdesk at 866-618-5988__

(Contracting Officer: Insert applicable information or Not applicable.)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-6	Restrictions on Subcontractor Sales to the Government. - (Alternate I)	2006-09
52.203-6 Alternate I	Restrictions on Subcontractor Sales to the Government.	2006-09
52.204-7	System for Award Management.	2018-10
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	2018-10
52.204-16	Commercial and Government Entity Code Reporting.	2016-07
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	2016-02
52.219-8	Utilization of Small Business Concerns.	2018-10
52.222-21	Prohibition of Segregated Facilities.	2015-04
52.222-26	Equal Opportunity.	2016-09
52.222-37	Employment Reports on Veterans.	2016-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	2010-12
52.222-41	Service Contract Labor Standards.	2018-08
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).	2018-08
52.222-50	Combating Trafficking in Persons.	2019-01
52.222-54	Employment Eligibility Verification.	2015-10
52.222-55	Minimum Wages Under Executive Order 13658.	2015-12
52.222-62	Paid Sick Leave Under Executive Order 13706.	2017-01
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2011-08
52.225-13	Restrictions on Certain Foreign Purchases.	2008-06
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2013-12

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	2011-09
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2013-09
252.204-7000	Disclosure of Information.	2016-10
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2016-10
252.225-7002	Qualifying Country Sources as Subcontractors.	2017-12
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2012-12
252.244-7000	Subcontracts for Commercial Items	2013-06

AFFARS Clauses Incorporated by Reference

Number	Title	Effective Date
5352.223-9001	Health and Safety on Government Installations	11/1/2012

FAR Clauses Incorporated by Full Text

52.204-1 Approval of Contract. 1989-12

As prescribed in 4.103 , insert the following clause:

Approval of Contract (Dec 1989)

This contract is subject to the written approval of __Jose Plasencia__ [identify title of designated agency official here] and shall not be binding until so approved. 407

(End of clause)

52.212-4 Contract Terms and Conditions-Commercial Items. 2018-10

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions-Commercial Items (Oct 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT 408 clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The StandardForm1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an I agree click box or other comparable mechanism (e.g., click-wrap or browse-wrap agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. 2019-05

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31U.S.C.3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19U.S.C.3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41U.S.C.4704 and 10U.S.C.2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41U.S.C.3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) 410

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31U.S.C.6101note).

- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31U.S.C.6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41U.S.C. 2313).
- (10) [Reserved].
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15U.S.C.657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15U.S.C.657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15U.S.C.644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15U.S.C.644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct2018) (15U.S.C.637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug2018) (15U.S.C.637(d)(4))
- (ii) Alternate I (Jan 2017) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15U.S.C.644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15U.S.C.637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15U.S.C.637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15U.S.C.657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15U.S.C.632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15U.S.C.637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec2015) (15U.S.C.637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct2015) (38U.S.C.4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29U.S.C.793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38U.S.C.4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22U.S.C.chapter78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22U.S.C.chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42U.S.C.6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
- (38) (i) 52.223-13, Acquisition of EPEAT?-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39) (i) 52.223-14, Acquisition of EPEAT?-Registered Televisions (Jun2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42U.S.C.8259b).

- ___ (41) (i) 52.223-16, Acquisition of EPEAT?-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun2016) (E.O. 13693).
- ___ (45) (i) 52.224-3 Privacy Training (Jan2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American-Supplies (May 2014) (41U.S.C.chapter83).
- ___ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41U.S.C.chapter83,19U.S.C.3301 note, 19U.S.C.2112 note, 19U.S.C.3805 note, 19U.S.C.4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Aug 2018) (19U.S.C.2501, et seq., 19U.S.C.3301 note).
- ___ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42U.S.C.5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42U.S.C.5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41U.S.C.4505, 10U.S.C.2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41U.S.C.4505, 10U.S.C.2307(f)).
- ___ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31U.S.C.3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31U.S.C.3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5U.S.C.552a).
- ___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15U.S.C.637(d)(13)).
- ___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46U.S.C.Appx.1241(b) and 10U.S.C.2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- ___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41U.S.C.chapter 67).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29U.S.C.206 and 41U.S.C.chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29U.S.C.206 and 41U.S.C.chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41U.S.C.chapter67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41U.S.C.chapter67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41U.S.C.chapter67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42U.S.C.1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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 4.12 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.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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 (Oct 2015) (41U.S.C.3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15U.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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul2014) (29U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Feb2016) (38U.S.C.4212)

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41U.S.C.chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22U.S.C.chapter78 and E.O 13627).

(B) Alternate I (Mar2015) of 52.222-50(22U.S.C.chapter78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41U.S.C.chapter67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (41U.S.C.chapter67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5U.S.C.552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42U.S.C.1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46U.S.C. Appx.1241(b) and 10U.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.

52.217-8 Option to Extend Services. 1999-11

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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. 2000-03

As prescribed in 17.208(g), insert a clause substantially the same as the following:

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. 413

(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 (6) months.

(End of clause)

52.219-13 Notice of Set-Aside of Orders. 2011-11

As prescribed in 19.508(f), insert the following clause:

Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

52.219-28 Post-Award Small Business Program Rerepresentation. 2013-07

As prescribed in 19.309(c), insert the following clause:

Post-Award Small Business Program Rerepresentation (Jul 2013)

(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. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 date specified in the contract for exercising 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/content/table-small-business-size-standards>.

(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 representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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 SAM, or does not have a representation in SAM 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 __FA252120C0003__.

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

(End of clause)

52.222-35 Equal Opportunity for Veterans. 2015-10

As prescribed in 22.1310(a)(1), insert the following clause:

Equal Opportunity for Veterans (Oct 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 Equal Opportunity for Workers with Disabilities. 2014-07

As prescribed in 22.1408(a), insert the following clause:

Equal Opportunity for Workers with Disabilities (Jul 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-42 Statement of Equivalent Rates for Federal Hires. 2014-05

As prescribed in 22.1006(b), insert the following clause:

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 5 332.

This Statement is for Information Only: It is not a Wage Determination

| Employee Class || Monetary Wage-Fringe Benefits |

| __12040__ || __GS05-11__ |

| ____ || ____ |

| ____ || ____ |

| ____ || ____ |

(End of clause)

AFFARS Clauses Incorporated by Full Text

5352.201-9101 Ombudsman 6/1/2016

"(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, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/DRU/AFRCO/SMC ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/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."

5352.242-9000 Contractor Access to Air Force Installations 11/1/2012

"(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 drivers license, current vehicle registration, valid vehicle insurance certificate, and <<1>> 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 <<2>> citing the appropriate paragraphs as applicable.
- (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."

List of Attachments

List of Attachments:

1. Performance Work Statement (PWS) for Advanced Life Support and Ambulance Service Contract, dated 27 September 19, 22 pages.
2. Patrick Air Force Base Business Associate Agreement with Strikethrough Changes, n.d., 8 pages.
3. Wage Determination#15-4555, Revision #8, dated 30 Jul 19, 20 pages.

PERFORMANCE WORK STATEMENT (PWS)

Advanced Life Support and Ambulance Service Contract

26 June 2019

Part 1 General Information

1. **GENERAL:** This is a non-personnel services contract to provide advanced life support and ambulance services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items and non-personal services necessary to perform advanced life support, ambulance and transport services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards stated herein.

1.2 **Background:** The advanced life support and ambulance service contract has been in place for several years. The purpose of this contract is to provide advanced life support, ambulance support services, and patient transport services required for Government beneficiaries and the general population on Patrick AFB, FL.

1.3 **Objectives:** The contractor shall provide a minimum of one State of Florida certified Emergency Medical Technician (EMT) and one paramedic personnel and ambulance(s) for emergency response and patient transport service requirements.

1.4 **Scope:** Advanced life support, ambulance, and transport services. Services include 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. Response time is defined as the time of receipt of the call from the dispatcher to the time of arrival at the emergency location identified. This does not apply to non-emergent or transfer calls. 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.

1.4.1 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 Part 4. 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 Performance Work Statement (PWS) and professional standards of the Joint Commission on Accreditation of Healthcare Organizations, and Florida State Department of Health's Division of Emergency Medical Services.

1.5 Period of Performance (POP): The POP shall be for one (1) base year of 12 months and four (4) 12-month option years, with an option to extend services an additional six months. The Period of Performance reads as follows:

Base Year

Option Year I

Option Year II

Option Year III

Option Period IV

Option Period V – 6 months

1.5 General Information

1.6.1 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. The 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.

1.6.2 Management Requirements

1.6.2.1 Point of Contact (POC): 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.

1.6.2.2 Performance Evaluation Meetings: The CO may require the Contractor or his/her representative to meet with the CO, contract administrator, Contracting Officer Representative (COR), and other government personnel as often as deemed necessary. The contractor may request a meeting with the CO when he/she deems such is 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 COR within 10 calendar days of receipt of the minutes.

1.6.2.3 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.

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

1.6.2.5 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.

1.6.2.6 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>.

1.6.2.6.1 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."

1.6.2.6.2 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.

1.6.2.6.3 Privacy: The contractor shall comply with the provisions of the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 to protect personal health information that the contractor may encounter while completing the tasks associated with this contract.

1.6.3. 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.

1.6.4 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.

1.6.5 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.

1.6.5.1 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.

1.6.5.2 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 Technical Exhibit 1.

1.6.6 Place of Performance: The work to be performed under this contract will be performed at Patrick AFB, FL. 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. The contractor shall serve as primary medical response unit(s) for all in-flight emergencies and related Patrick AFB flight line emergencies. The contractor will participate in 45th Space Wing and MTF exercises.

1.6.7 Type of Contract: The government will award a non-personal service, fixed price contract.

1.6.8 Security Requirements: 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.

1.6.9 Special Qualifications:

1.6.9.1 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.

1.6.9.2 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.

1.6.9.3 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.

1.6.9.3.1 Copy of valid, current, unrestricted State of Florida Emergency Medical Technician and Paramedic Certification.

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

1.6.9.3.3 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.

1.6.10 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.

1.6.11 Health Requirements:

1.6.11.1 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.

1.6.11.2 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. In addition, the certification shall provide an immunization record, to include Measles, Mumps, Rubella (MMR), Varicella, Hepatitis B, Diphtheria, Tetanus and Pertussis (TDap), Influenza, and Polio.

1.6.12 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.13 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.15 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other

remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16 Safety: The contractor shall be solely responsible for compliance with Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting standards, and the protection of their employees. The contractor shall be responsible for all federal, state, and local regulations insuring that all safety requirements are met.

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER (CO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.5. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

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

2.1.7. PERFORMANCE WORK STATEMENT (PWS). A document that accurately describes a service in terms of the output requirements.

2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE/RISK MANAGEMENT COMMITTEE (QA/RM). 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.

2.1.10. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements. The contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the contract are provided as specified. The Contractor's QCP shall address risk management issues to include the contractor's established processes, which are in place to evaluate the standard of care. The contractor shall ensure risk management issues are addressed in its written audit procedures. The contractor's QCP shall be delivered to the CO no later than 30 workdays after contract award. Changes/updates to QCP shall be submitted to CO within 14 days after changes/updates.

2.1.12. SERVICE SUMMARY (SS). 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.

2.1.13. WING INSPECTION TEAM (WIT). Formally known as Exercise Evaluation Team (EET).

2.1.14. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.2. ACRONYMS.

AD	Active Duty
ACLS	Advanced Cardiac Life Support
BLS	Basic Life Support
CEU	Continuing Education Units
CME	Continuing Medical Education
DWI	Driving While Intoxicated
DUI	Driving Under the Influence
HIPAA	Health Insurance Portability & Accountability Act
IAW	In Accordance With
JCAHO	Joint Commission on Accreditation of Healthcare Organizations
POC	Point of Contact

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS 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:

3.1.1 Equipment: The Government will provide handheld radios with chargers for use during in-flight emergencies.

3.1.2 Materials: The Government will provide 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. 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 at least on an annual basis

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: Except for those items or services specifically stated in Part 3 as Government furnished; the Contractor shall furnish everything required to perform this contract in accordance with terms and conditions. Items 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.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. Emergency Paramedic Response and Patient Transport. The contractor shall provide services for 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:

5.1.1. 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.

5.1.2. 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.

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

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

5.1.5. Coordinating patient transport with local hospitals.

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

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

5.1.8. 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.

5.2. 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:

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

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

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

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

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

5.2.7. Coordinating patient transport with local hospitals.

5.2.8. Transporting patients to local hospitals.

5.2.9. 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.

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

5.2.11. 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.

5.3. 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:

5.3.1. Participating in advance exercises preparatory meetings.

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

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

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

5.3.6. Providing mock field patient care and mock patient transport during exercises.

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

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

5.4. 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.

5.5. 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.

5.6. 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.

5.7. Release of Medical Information. Under this contract's 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. The parties agree the Contractor is a public entity who has records management requirements. As such, Contractor will retain the patient care reports it generates for a period of five years, or until any ongoing audit is completed, after which the records are eligible for destruction. Until they are destroyed, all records will be maintained in compliance with law.

5.8. 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.

5.9. 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.

PART 6
APPLICABLE PUBLICATIONS

6. **APPLICABLE PUBLICATIONS (CURRENT EDITIONS).** 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.

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

6.1.1. 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

6.1.2. 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

6.1.3. Other References

Business Associate Agreement		Jun 14
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

6.2. 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

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3. Technical Exhibit 3 – Estimated Workload Data

7.4. Attachment 3 – Business Associate Agreement

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. The contractor shall provide timely response time/patient transport. PWS 1.3, 1.4, 1.4.1.	The contractor responded timely for all emergencies (not to exceed 11 minutes).	The acceptable level of service is 11 minutes. The performance threshold is 90% compliance.	Run reports are reviewed and validated monthly by the COR.
PRS # 2 The contractor shall provide 24-hour uninterrupted response coverage. PWS 1.6.2.4, 1.6.3.	The 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.	The performance threshold is 100% compliance.	Accuracy rates monitored per visit by the COR/medical team.
PRS # 3 Performance Standards. PWS 1.4, 1.4.1, 1.6.2.5.	The contractor performance shall be IAW requirements contained in PWS and professional standards of the Joint Commission on Accreditation of Healthcare Organizations, and Florida State Department of Health’s Division of Emergency Medical Services.	The performance threshold is 100% compliance.	Accuracy rates monitored per visit by the COR/medical team.
PRS # 4 Contractor Participation. PWS 1.3, 1.4, 1.4.1, 1.6.1, 1.6.2.5, 1.6.6, Part 5.	The 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.	The performance threshold is 100% compliance.	Validated as needed by the COR and WIT.

PRS # 5 Availability. PWS 1.6.2.4.	The contractor shall provide a POC that shall be available via telephone 24 hours a day, every day of the year.	The performance threshold is 100% compliance.	Validated by the CO and COR.
PRS #6 Continuity of Service. PWS 1.6.2.5.	The 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.	The performance threshold is 100% compliance.	Validated by the CO and COR.
PRS #7 Certification. PWS: 1.6.9.3.1, 1.6.9.1, 1.6.9.3.	The contractor shall ensure all drivers possess valid Florida license with an "E" class and be certified by the State of Florida as an emergency medical technician or paramedic. They must also have current BLS, ACLS certification and Florida State mandated two hours of pediatric training.	The performance threshold is 100% compliance.	Validated as needed by the CO and COR.
PRS #8 Communications. PWS 1.6.13, 5.8.	The contractor shall ensure contract providers maintain open and professional communication with members of the MTF.	The performance threshold is 100% compliance.	Validated by the COR/MTF staff.

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Monthly Run Reports	Provided by the 15 th of each month.	1 copy provided by the 15 th of each month.	Spreadsheet (email)	COR
Quality Control Plan	One time within 30 days after start of contract	1 copy within 30 days of contract start	Email	COR AND CO

TECHNICAL EXHIBIT 3
ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Contractor: Ambulance Response Services	Per Year	Estimated at 220 runs per year

Attachment 3

**Business Associate Agreement
Introduction**

In accordance with 45 CFR 164.502(e)(2) and 164.504(e) and paragraph C.3.4.1.3 of DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, this document serves as a business associate agreement (BAA) between the signatory parties for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and the "HITECH Act" amendments thereof, as implemented by the HIPAA Rules and DoD HIPAA Issuances (both defined below). The parties are a DoD Military Health System (MHS) component, acting as a HIPAA covered entity, and a DoD contractor, acting as a HIPAA business associate. The HIPAA Rules require BAAs between covered entities and business associates. Implementing this BAA requirement, the applicable DoD HIPAA Issuance (DoD 6025.18-R, paragraph C3.4.1.3) provides that requirements applicable to business associates must be incorporated (or incorporated by reference) into the contract or agreement between the parties.

(a) **Catchall Definition.** Except as provided otherwise in this BAA, the following terms used in this BAA shall have the same meaning as those terms in the DoD HIPAA Rules: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices (NoPP), Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Breach means actual or possible loss of control, unauthorized disclosure of or unauthorized access to PHI or other PII (which may include, but is not limited to PHI), where persons other than authorized users gain access or potential access to such information for any purpose other than authorized purposes, where one or more individuals will be adversely affected. The foregoing definition is based on the definition of breach in DoD Privacy Act Issuances as defined herein.

Business Associate shall generally have the same meaning as the term "business associate" in the DoD HIPAA Issuances, and in reference to this BAA, shall mean **[INSERT NAME OF BUSINESS ASSOCIATE/CONTRACTOR]**. Brevard County, Board of County Commissioners

Agreement means this BAA together with the documents and/or other arrangements under which the Business Associate signatory performs services involving access to PHI on behalf of the MHS component signatory to this BAA.

Covered Entity shall generally have the same meaning as the term "covered entity" in the DoD HIPAA Issuances, and in reference to this BAA, shall mean 45 Medical Group.

DHA Privacy Office means the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Director is the HIPAA Privacy and Security Officer for DHA, including the National Capital Region Medical Directorate (NCRMD).

DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoD 6025.18-R (2003), DoDI 6025.18 (2009), and DoD 8580.02-R (2007).

DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDD 5400.11 (2007) and DoD 5400.11-R (2007).

HHS Breach means a breach that satisfies the HIPAA Breach Rule definition of breach in 45 CFR 164.402.

HIPAA Rules means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 CFR Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-D (Enforcement), as amended by the 2013 modifications to those Rules, implementing the "HITECH Act" provisions of Pub. L. 111-5. See 78 FR 5566-5702 (Jan. 25, 2013) (with corrections at 78 FR 32464 (June 7, 2013)). Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this BAA and are not included in the term HIPAA Rules.

Service-Level Privacy Office means one or more offices within the military services (Army, Navy, or Air Force) with oversight authority over Privacy Act and/or HIPAA privacy compliance.

I. Obligations and Activities of Business Associate

- (a) The Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate shall use appropriate safeguards, and comply with the DoD HIPAA Rules with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.
- (c) The Business Associate shall report to Covered Entity any Breach of which it becomes aware, and shall proceed with breach response steps as required by Part V of this BAA. With respect to electronic PHI, the Business Associate shall also respond to any security incident of which it becomes aware in accordance with any Information Assurance provisions of this Agreement. If at any point the Business Associate becomes aware that a security incident involves a Breach, the Business Associate shall immediately initiate breach response as required by part V of this BAA.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), respectively, and corresponding DoD HIPAA Issuances, as applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI.
- (e) The Business Associate shall make available PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual, as necessary to satisfy the Covered Entity obligations under 45 CFR 164.524 and corresponding DoD HIPAA Issuances.
- (f) The Business Associate shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, and corresponding DoD HIPAA Issuances.
- (g) The Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or an individual as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528 and corresponding DoD HIPAA Issuances.
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, the Business Associate shall comply with the requirements of the HIPAA Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and
- (i) The Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

II. Permitted Uses and Disclosures by Business Associate

- (a) The Business Associate may only use or disclose PHI as necessary to perform the services set forth in this Agreement or as required by law. The Business Associate is ~~not permitted to de-identify PHI under DoD HIPAA issuances or the corresponding 45 CFR 164.514(a)-(c), nor is it permitted to use or disclose de-identified PHI, except as provided by this Agreement or directed by the Covered Entity.~~
- (b) The Business Associate agrees to use, disclose and request PHI only in accordance with the HIPAA Privacy Rule "minimum necessary" standard and corresponding DHA policies and procedures as stated in the DoD HIPAA Issuances.
- (c) The Business Associate shall not use or disclose PHI in a manner that would violate the DoD HIPAA Issuances or HIPAA Privacy Rules if done by the Covered Entity, except uses and disclosures for the Business Associate's own management and administration and legal responsibilities or for data aggregation services as set forth in the following three paragraphs.
- (d) ~~Except as otherwise limited in this Agreement,~~ the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.
- (e) ~~Except as otherwise limited in this Agreement,~~ the Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) ~~Except as otherwise limited in this Agreement,~~ the Business Associate may use PHI to provide Data Aggregation services relating to the Covered Entity's health care operations.

III. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) The Covered Entity shall notify the Business Associate of any limitation(s) in the notice of privacy practices of the Covered Entity under 45 CFR 164.520 and the corresponding provision of the DoD HIPAA Issuances, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes affect the Business Associate's use or disclosure of PHI.
- (c) The Covered Entity shall notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 and the corresponding DoD HIPAA Issuances, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

IV. Permissible Requests by Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule or any applicable Government regulations (including without limitation, DoD HIPAA Issuances) if done by the Covered Entity, except for providing Data Aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this BAA.

V. Breach Response

(a) In general.

(1) In the event of a breach of PII/PHI held by the Business Associate, the Business Associate shall report the breach to the Covered Entity in accordance with Section VII, assess the breach incident, take mitigation actions as applicable, and notify affected individuals, as directed by the Covered Entity.

(2) The Business Associate shall coordinate all investigation actions with the Covered Entity, and at a minimum, follow the breach response requirements set forth in this Part V, which is designed to satisfy both the Privacy Act and HIPAA as applicable. If a breach involves PII without PHI, then the Business Associate shall comply with DoD Privacy Act Issuance breach response requirements only; if a breach involves PHI (a subset of PII), then the Business Associate shall comply with both Privacy Act and HIPAA breach response requirements. A breach involving PHI may or may not constitute an HHS Breach. If a breach is not an HHS Breach, then the Business Associate has no HIPAA breach response obligations. In such cases, the Business Associate must still comply with breach response requirements under the DoD Privacy Act Issuances.

(3) The Business Associate shall, at no cost to the government, bear any costs associated with a breach of PII/PHI that the Business Associate has caused or is otherwise responsible for addressing.

(b) Government Reporting Provisions

(1) If the Covered Entity determines that a breach is an HHS Breach, then the Business Associate shall comply with both the HIPAA Breach Rule and DoD Privacy Act Issuances, as directed by the Covered Entity, regardless of where the breach occurs. If the Covered Entity determines that the breach does not constitute an HHS Breach, then the Business Associate shall comply with DoD Privacy Act Issuances, as directed by the applicable Service-Level Privacy Office.

(2) This Part V is designed to satisfy the DoD Privacy Act Issuances and the HIPAA Breach Rule as implemented by the DoD HIPAA Issuances. In general, for breach response, the Business Associate shall report the breach to the Covered Entity, assess the breach incident, notify affected individuals, and take mitigation actions as applicable. Because DoD defines "breach" to include possible (suspected) as well as actual (confirmed) breaches, the Business Associate shall implement these breach response requirements immediately upon the Business Associate's discovery of a possible breach.

(3) The following provisions of Part V set forth the Business Associate's Privacy Act and HIPAA breach response requirements for all breaches, including but not limited to HHS breaches.

(i) The Business Associate shall report the breach within one hour of discovery to the US Computer Emergency Readiness Team (US CERT), and, within 24 hours of discovery, to the Covered Entity, and to other parties as deemed appropriate by the Covered Entity. The Business Associate is deemed to have discovered a breach as of the time a breach (suspected or confirmed) is known, or by exercising

reasonable diligence would have been known, to any person (other than the person committing it) who is an employee, officer or other agent of the Business Associate.

(ii) The Business Associate shall submit the US-CERT report using the online form at <https://forms.us-cert.gov/report/>. Before submission to US-CERT, the Business Associate shall save a copy of the on-line report. After submission, the Business Associate shall record the US-CERT Reporting Number. Although only limited information about the breach may be available as of the one hour deadline for submission, the Business Associate shall submit the US-CERT report by the deadline. The Business Associate shall e-mail updated information as it is obtained, following the instructions at <http://www.us-cert.gov/pgp/email.html>. The Business Associate shall provide a copy of the initial or updated US-CERT report to the Installation Privacy Act Officer, MTF HIPAA Privacy Officer, and the Contracting Officer (if applicable), if requested. Business Associate questions about US-CERT reporting shall be directed to the Installation Privacy Act Officer or MTF HIPAA Privacy Officer, not the US-CERT office.

(iii) The Business Associate shall comply with the Breach Timeline and Notification Flow Chart processes attached to this Agreement, to include the timelines established for completing the DD Form 2959 and the HIPAA Privacy Incident Report.

(4) If multiple beneficiaries are affected by a single event or related set of events, then a single reportable breach may be deemed to have occurred, depending on the circumstances. The Business Associate shall inform the Covered Entity as soon as possible if it believes that "single event" breach response is appropriate; the Covered Entity will determine how the Business Associate shall proceed and, if appropriate, consolidate separately reported breaches for purposes of Business Associate report updates, beneficiary notification, and mitigation.

(i) When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Business Associate shall submit a revised form or forms, stating the updated status and previous report date(s) and showing any revisions or additions in red text. Examples of updated information the Business Associate shall report include, but are not limited to: confirmation on the exact data elements involved, the root cause of the incident, and any mitigation actions to include, sanctions, training, incident containment, and follow-up. The Business Associate shall submit these report updates within three (3) business days after the new information becomes available. Prompt reporting of updates is required to allow the Covered Entity to make timely final determinations on any subsequent notifications or reports. The Business Associate shall provide updates to the same parties as required for the initial Breach Reporting Form. The Business Associate is responsible for reporting all information needed by the Covered Entity to make timely and accurate determinations on reports to HHS as required by the HHS Breach Rule and reports to the Defense Privacy and Civil Liberties Office as required by DoD Privacy Act Issuances.

(ii) In the event the Business Associate is uncertain on how to apply the above requirements, the Business Associate shall consult with the Covered Entity and Contracting Officer (if applicable) when determinations on applying the above requirements are needed.

(c) Individual Notification Provisions

(i) If the Covered Entity determines that individual notification is required, the Business Associate shall provide written notification to individuals affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities of the individuals are ascertained. The 10 day period begins when the Business Associate is able to determine the identities (including addresses) of the individuals whose records were impacted.

(ii) The Business Associate's proposed notification to be issued to the affected individuals shall be submitted to the parties to which reports are submitted under paragraph VII. for their review, and for approval by the **Contracting Officer, in consultation with the Covered Entity**. Upon request, the Business Associate shall provide the **Contracting officer and Covered Entity** with the final text of the notification letter sent to the affected individuals. If different groups of affected individuals receive different notification letters, then the Business Associate shall provide the text of the letter for each group (PII shall not be included with the text of the letter(s) provided). Copies of further correspondence with affected individuals need not be provided unless requested by the **Contracting Office or Covered Entity**. The Business Associate's notification to the individuals, at a minimum, shall include the following:

(A) The individual(s) must be advised of what specific data was involved. It is insufficient to simply state that PII has been lost. Where names, Social Security Numbers (SSNs) or truncated SSNs, and Dates of Birth (DOB) are involved, it is critical to advise the individual that these data elements potentially have been breached.

(B) The individual(s) must be informed of the facts and circumstances surrounding the breach. The description should be sufficiently detailed so that the individual clearly understands how the breach occurred.

(C) The individual(s) must be informed of what protective actions the Business Associate is taking or the individual can take to mitigate against potential future harm. The notice must refer the individual to the current Federal Trade Commission (FTC) web site pages on identity theft and the FTC's Identity Theft Hotline, toll-free: 1-877-ID-THEFT (438-4338); TTY: 1-866-653-4261.

(D) A brief description of what the covered entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and

(E) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address

(F) The individual(s) must also be informed of any mitigation support services (e.g., one year of free credit monitoring, identification of fraud expense coverage for affected individuals, provision of credit freezes, etc.) that the Business Associate may offer affected individuals, the process to follow to obtain those services and the period of time the services will be made available, and contact information (including a phone number, either direct or toll-free, e-mail address and postal address) for obtaining more information. The **Contracting Officer, in consultation with the Covered Entity** will determine the appropriate level of support services.

(iii) Business Associates shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Important information - do not destroy," and that the envelope is marked with the identity of the Business Associate and/or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, e-mail address, and postal address.

(iv) If the Business Associate determines that it cannot readily identify, or will be unable to reach, some affected individuals within the 10 day period after discovering the breach, the Business Associate shall so indicate in the initial or updated Breach Report Form. Within the 10 day period, the Business Associate shall provide the approved notification to those individuals who can be reached. Other individuals must be notified within 10 days after their identities and addresses are ascertained. The Business Associate shall consult with the Covered Entity, which will determine which media notice is most likely to reach the

population not otherwise identified or reached. The Business Associate shall issue a generalized media notice(s) to that population in accordance with the Covered Entity approval.

(d) Breaches are not to be confused with security incidents (often referred to as cyber security incidents when electronic information is involved), which may or may not involve a breach of PII/PHI. In the event of a security incident not involving a PII/PHI breach, the Business Associate shall follow applicable DoD Information Assurance requirements under its Agreement. If at any point the Business Associate finds that a cyber security incident involves a PII/PHI breach (suspected or confirmed), the Business Associate shall immediately initiate the breach response procedures set forth here. The Business Associate shall also continue to follow any required cyber security incident response procedures to the extent needed to address security issues, as determined by DoD/DHA.

VI. Termination

(a) Termination. Noncompliance by the Business Associate (or any of its staff, agents, or subcontractors) with any requirement in this BAA may subject the Business Associate to termination under any applicable default or other termination provision of the underlying Contract.

(b) Effect of Termination.

(1) If this Agreement has records management requirements, the Business Associate shall handle such records in accordance with the records management requirements. If this Agreement does not have records management requirements, the records should be handled in accordance with paragraphs VI.(2) and (3) below. If this Agreement has provisions for transfer of records and PII/PHI to a successor Business Associate, or if the Covered Entity gives directions for such transfer, the Business Associate shall handle such records and information in accordance with such Agreement provisions or the Covered Entity's direction.

(2) If this Agreement does not have records management requirements, except as provided in the following paragraph (3), upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

(3) If this Agreement does not have records management provisions and the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Covered Entity and the Business Associate that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

VII. Notices. Any notices to be given hereunder will be made in the most expedient manner, via e-mail, facsimile, U.S. Mail, or express courier to such party's address given below.

If to the Business Associate:

If to the Covered Entity:

Attn: <u>EMS Chief Orlando Dominguez</u>	Attn: <u>Mrs. Denise Harvey</u>
Title: _____	Title: <u>MTF HIPAA Privacy Officer</u>
Company: <u>Brevard County Fire Rescue</u>	Unit: <u>45 MDSS/SGST</u>
Address: <u>1040 S. Florida Ave</u>	Address: <u>1381 S Patrick Drive</u>
<u>Rockledge, Florida 32955</u>	<u>Patrick AFB, FL 32925-3606</u>
Phone: <u>321-633-2056</u>	Phone: <u>321-494-8577</u>
Fax: <u>321-633-2057</u>	Fax: <u>321-494-5151</u>
E-mail: <u>orlando.dominguez@brevardfl.gov</u>	E-mail: <u>Denise.d.harvey.civ@mail.mil</u>

Each party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner provided in this subsection.

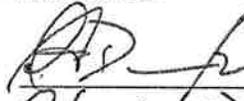
VIII. Miscellaneous

(a) Survival. The obligations of Business Associate under the "Effect of Termination" provision of this BAA shall survive the termination of this Agreement.

(b) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and the Business Associate to comply with the HIPAA Rules and the DoD HIPAA

BUSINESS ASSOCIATE:

COVERED ENTITY:

Signature: <u></u>	Signature: <u></u>
Print name: <u>Orlando J. Dominguez</u>	Print name: <u>Denise Harvey</u>
Title: <u>Asst Chief EMS</u>	Title: <u>Alternate HIPAA Privacy Officer</u>
Date: <u>10/3/15</u>	Date: <u>1 May 2015</u>



"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4555
Daniel W. Simms Division of | Revision No.: 8
Director Wage Determinations | Date Of Last Revision: 07/30/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida County of Brevard

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.56
01012 - Accounting Clerk II		16.34
01013 - Accounting Clerk III		18.43
01020 - Administrative Assistant		23.19
01035 - Court Reporter		17.50
01041 - Customer Service Representative I		11.05
01042 - Customer Service Representative II		12.43
01043 - Customer Service Representative III		13.56
01051 - Data Entry Operator I		13.49
01052 - Data Entry Operator II		14.72
01060 - Dispatcher Motor Vehicle		16.31
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		12.55
01112 - General Clerk II		13.69
01113 - General Clerk III		15.37
01120 - Housing Referral Assistant		19.50
01141 - Messenger Courier		14.05
01191 - Order Clerk I		12.99
01192 - Order Clerk II		14.18
01261 - Personnel Assistant (Employment) I		15.63
01262 - Personnel Assistant (Employment) II		17.49
01263 - Personnel Assistant (Employment) III		19.50
01270 - Production Control Clerk		21.82
01290 - Rental Clerk		13.59
01300 - Scheduler Maintenance		15.64
01311 - Secretary I		15.64
01312 - Secretary II		17.50
01313 - Secretary III		19.50
01320 - Service Order Dispatcher		14.82
01410 - Supply Technician		23.19
01420 - Survey Worker		16.31
01460 - Switchboard Operator/Receptionist		13.48
01531 - Travel Clerk I		14.00

01532 - Travel Clerk II	15.11
01533 - Travel Clerk III	16.19
01611 - Word Processor I	13.93
01612 - Word Processor II	15.64
01613 - Word Processor III	17.50
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.74
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	11.84
07042 - Cook II	13.63
07070 - Dishwasher	9.34
07130 - Food Service Worker	11.01
07210 - Meat Cutter	16.60
07260 - Waiter/Waitress	10.76
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.39
09040 - Furniture Handler	13.01
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer Minor	16.18
09130 - Upholsterer	18.39
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	10.63
11060 - Elevator Operator	11.47
11090 - Gardener	15.12
11122 - Housekeeping Aide	11.47
11150 - Janitor	11.47
11210 - Laborer Grounds Maintenance	11.82
11240 - Maid or Houseman	9.89
11260 - Pruner	10.76
11270 - Tractor Operator	14.03
11330 - Trail Maintenance Worker	11.82
11360 - Window Cleaner	12.61
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	18.93
12012 - Certified Occupational Therapist Assistant	34.44
12015 - Certified Physical Therapist Assistant	32.31
12020 - Dental Assistant	17.59
12025 - Dental Hygienist	34.50
12030 - EKG Technician	20.02
12035 - Electroneurodiagnostic Technologist	20.02
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	16.92
12072 - Licensed Practical Nurse II	18.93
12073 - Licensed Practical Nurse III	21.11
12100 - Medical Assistant	14.51
12130 - Medical Laboratory Technician	22.59
12160 - Medical Record Clerk	15.86
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	14.93
12210 - Nuclear Medicine Technologist	34.08
12221 - Nursing Assistant I	11.31
12222 - Nursing Assistant II	12.72
12223 - Nursing Assistant III	13.88
12224 - Nursing Assistant IV	15.58
12235 - Optical Dispenser	21.40
12236 - Optical Technician	16.92
12250 - Pharmacy Technician	15.09

12280 - Phlebotomist	15.14
12305 - Radiologic Technologist	27.80
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)	25.08
12320 - Substance Abuse Treatment Counselor	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.52
13012 - Exhibits Specialist II	20.85
13013 - Exhibits Specialist III	25.27
13041 - Illustrator I	16.67
13042 - Illustrator II	20.65
13043 - Illustrator III	25.27
13047 - Librarian	22.87
13050 - Library Aide/Clerk	13.23
13054 - Library Information Technology Systems Administrator	20.85
13058 - Library Technician	17.58
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.67
13063 - Media Specialist III	18.59
13071 - Photographer I	15.54
13072 - Photographer II	17.39
13073 - Photographer III	21.53
13074 - Photographer IV	26.35
13075 - Photographer V	30.02
13090 - Technical Order Library Clerk	16.62
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)	
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
14170 - System Support Specialist		24.32
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)		40.23
15050 - Computer Based Training Specialist / Instructor		29.98
15060 - Educational Technologist		26.85
15070 - Flight Instructor (Pilot)		40.23
15080 - Graphic Artist		20.58
15085 - Maintenance Test Pilot Fixed Jet/Prop		40.23
15086 - Maintenance Test Pilot Rotary Wing		40.23
15088 - Non-Maintenance Test/Co-Pilot		40.23
15090 - Technical Instructor		23.85
15095 - Technical Instructor/Course Developer		29.16
15110 - Test Proctor		19.25
15120 - Tutor		19.25
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.61
16030 - Counter Attendant		9.61
16040 - Dry Cleaner		11.75
16070 - Finisher Flatwork Machine		9.61
16090 - Presser Hand		9.61
16110 - Presser Machine Drycleaning		9.61
16130 - Presser Machine Shirts		9.61
16160 - Presser Machine Wearing Apparel Laundry		9.61
16190 - Sewing Machine Operator		12.52
16220 - Tailor		13.32

16250 - Washer Machine	10.20
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.53
19040 - Tool And Die Maker	26.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.59
21030 - Material Coordinator	21.82
21040 - Material Expediter	21.82
21050 - Material Handling Laborer	11.58
21071 - Order Filler	11.85
21080 - Production Line Worker (Food Processing)	14.59
21110 - Shipping Packer	14.28
21130 - Shipping/Receiving Clerk	14.28
21140 - Store Worker I	13.09
21150 - Stock Clerk	17.47
21210 - Tools And Parts Attendant	14.66
21410 - Warehouse Specialist	14.59
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.88
23019 - Aircraft Logs and Records Technician	23.44
23021 - Aircraft Mechanic I	28.27
23022 - Aircraft Mechanic II	29.88
23023 - Aircraft Mechanic III	31.48
23040 - Aircraft Mechanic Helper	20.19
23050 - Aircraft Painter	26.63
23060 - Aircraft Servicer	23.44
23070 - Aircraft Survival Flight Equipment Technician	26.63
23080 - Aircraft Worker	25.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.27
23110 - Appliance Mechanic	19.71
23120 - Bicycle Repairer	16.10
23125 - Cable Splicer	29.99
23130 - Carpenter Maintenance	18.77
23140 - Carpet Layer	18.53

23160 - Electrician Maintenance	24.31
23181 - Electronics Technician Maintenance I	23.67
23182 - Electronics Technician Maintenance II	25.18
23183 - Electronics Technician Maintenance III	26.73
23260 - Fabric Worker	17.34
23290 - Fire Alarm System Mechanic	19.24
23310 - Fire Extinguisher Repairer	16.10
23311 - Fuel Distribution System Mechanic	20.79
23312 - Fuel Distribution System Operator	16.75
23370 - General Maintenance Worker	17.61
23380 - Ground Support Equipment Mechanic	28.27
23381 - Ground Support Equipment Servicer	23.44
23382 - Ground Support Equipment Worker	25.04
23391 - Gunsmith I	17.56
23392 - Gunsmith II	20.20
23393 - Gunsmith III	22.75
23410 - Heating Ventilation And Air-Conditioning Mechanic	18.83
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	19.91
23430 - Heavy Equipment Mechanic	25.53
23440 - Heavy Equipment Operator	17.90
23460 - Instrument Mechanic	20.92
23465 - Laboratory/Shelter Mechanic	20.21
23470 - Laborer	12.14
23510 - Locksmith	18.66
23530 - Machinery Maintenance Mechanic	23.76
23550 - Machinist Maintenance	20.27
23580 - Maintenance Trades Helper	15.08
23591 - Metrology Technician I	20.92
23592 - Metrology Technician II	22.12
23593 - Metrology Technician III	23.29
23640 - Millwright	20.92
23710 - Office Appliance Repairer	18.22
23760 - Painter Maintenance	17.34
23790 - Pipefitter Maintenance	23.32
23810 - Plumber Maintenance	21.97

23820 - Pneudraulic Systems Mechanic	20.92
23850 - Rigger	20.92
23870 - Scale Mechanic	18.53
23890 - Sheet-Metal Worker Maintenance	20.02
23910 - Small Engine Mechanic	17.41
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	20.92
23970 - Woodcraft Worker	20.92
23980 - Woodworker	16.10
24000 - Personal Needs Occupations	
24550 - Case Manager	17.24
24570 - Child Care Attendant	10.66
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	10.85
24620 - Family Readiness And Support Services Coordinator	17.24
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.92
25040 - Sewage Plant Operator	19.81
25070 - Stationary Engineer	20.92
25190 - Ventilation Equipment Tender	14.94
25210 - Water Treatment Plant Operator	19.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.31
27007 - Baggage Inspector	12.42
27008 - Corrections Officer	20.24
27010 - Court Security Officer	20.58
27030 - Detection Dog Handler	17.09
27040 - Detention Officer	20.24
27070 - Firefighter	21.14
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	13.58
28043 - Carnival Worker	9.66
28210 - Gate Attendant/Gate Tender	15.45
28310 - Lifeguard	12.08
28350 - Park Attendant (Aide)	17.29
28510 - Recreation Aide/Health Facility Attendant	12.62
28515 - Recreation Specialist	21.41
28630 - Sports Official	13.77
28690 - Swimming Pool Operator	15.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.84
29020 - Hatch Tender	23.84
29030 - Line Handler	23.84
29041 - Stevedore I	22.65
29042 - Stevedore II	26.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.01
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.89
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.62
30021 - Archeological Technician I	15.68
30022 - Archeological Technician II	17.55
30023 - Archeological Technician III	22.25
30030 - Cartographic Technician	21.74
30040 - Civil Engineering Technician	26.73
30051 - Cryogenic Technician I	25.61
30052 - Cryogenic Technician II	28.29
30061 - Drafter/CAD Operator I	15.68
30062 - Drafter/CAD Operator II	17.55
30063 - Drafter/CAD Operator III	20.03
30064 - Drafter/CAD Operator IV	24.07
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	22.07
30095 - Evidence Control Specialist	23.12
30210 - Laboratory Technician	22.77
30221 - Latent Fingerprint Technician I	25.61
30222 - Latent Fingerprint Technician II	28.29
30240 - Mathematical Technician	21.74
30361 - Paralegal/Legal Assistant I	19.31
30362 - Paralegal/Legal Assistant II	23.91
30363 - Paralegal/Legal Assistant III	29.26
30364 - Paralegal/Legal Assistant IV	35.40
30375 - Petroleum Supply Specialist	28.29
30390 - Photo-Optics Technician	21.74
30395 - Radiation Control Technician	28.29
30461 - Technical Writer I	23.53
30462 - Technical Writer II	28.79
30463 - Technical Writer III	34.83
30491 - Unexploded Ordnance (UXO) Technician I	24.79
30492 - Unexploded Ordnance (UXO) Technician II	29.99
30493 - Unexploded Ordnance (UXO) Technician III	35.95
30494 - Unexploded (UXO) Safety Escort	24.79
30495 - Unexploded (UXO) Sweep Personnel	24.79
30501 - Weather Forecaster I	25.61
30502 - Weather Forecaster II	31.15
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.03
30621 - Weather Observer Senior	(see 2) 21.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.99
31020 - Bus Aide	11.81
31030 - Bus Driver	16.28
31043 - Driver Courier	15.56
31260 - Parking and Lot Attendant	11.35
31290 - Shuttle Bus Driver	14.77
31310 - Taxi Driver	13.42
31361 - Truckdriver Light	14.77

31362 - Truckdriver Medium	15.67
31363 - Truckdriver Heavy	17.39
31364 - Truckdriver Tractor-Trailer	17.39
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.62
99030 - Cashier	9.91
99050 - Desk Clerk	10.95
99095 - Embalmer	24.79
99130 - Flight Follower	24.79
99251 - Laboratory Animal Caretaker I	12.97
99252 - Laboratory Animal Caretaker II	13.98
99260 - Marketing Analyst	28.42
99310 - Mortician	24.79
99410 - Pest Controller	15.62
99510 - Photofinishing Worker	13.03
99710 - Recycling Laborer	16.70
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	15.20
99810 - Sales Clerk	11.66
99820 - School Crossing Guard	11.08
99830 - Survey Party Chief	20.20
99831 - Surveying Aide	13.38
99832 - Surveying Technician	18.36
99840 - Vending Machine Attendant	19.00
99841 - Vending Machine Repairer	22.67
99842 - Vending Machine Repairer Helper	19.00

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal

Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 4.174)

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 re-grading 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."