

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

In accordance with the Federal Acquisition Regulation (FAR) 52.212-4(i)(2), for Prompt Payment Act purposes, this contract is subject to the 7 calendar day constructive acceptance period.

This contract is in reference to you quote, dated 18 September 2024.

Contracting Officer - DHACA-SEHO-CD

Name: Andrea Giuliano

Email: andrea.l.giuliano.civ@health.mil

Contract Specialist - DHACA-SEHO-CD

Name: Cary Wolbrette

Email: cary.m.wolbrette.civ@health.mil

COR

The Contracting Officer's duly authorized representative, the Contracting Officer's Representative (COR), will perform inspection and acceptance of services to be provided.

For the purposes of this clause, the following individual is the authorized representative of the Contracting Officer:

Name of COR: Tyra Robinson

COR Email Address: tyra.r.robinson2.civ@health.mil

Inspection and acceptance will be performed at the assigned location(s) according to the performance work statement.

BUSINESS ASSOCIATE AGREEMENT

Business Associate Agreement

This Business Associate Agreement (this "Agreement") is entered into this day of, (the "Effective Date") between [NAME OF MHS COVERED ENTITY] ("Covered Entity") and [NAME OF BUSINESS ASSOCIATE], a [type of business entity] ("Business Associate").

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," April 3, 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.

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, 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 of breach in DoD Privacy Act Issuances as defined herein.

Business Associate “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate/Contractor].

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 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, 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).

DHA 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), and shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. 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, Subpart C-D (enforcement), as amended by the 2013 modifications to those Rules, implementing the “HIRECH Act” provisions of Pub. L. 111-5. See 78 FR 5566-5702 (Jan 25, 2013) with corrections at 78 FR 21464 (June 7, 2013). Additional HIPAA rules regarding electronic transactions and codes sets (45 CFR Part 1662) are not addressed in this BAA and are not included in the term HIPAA Rules.

Serviced-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

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 and DoD HIPAA Rules with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- (c) 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 provision of this Agreement. If at any point the Business Associate becomes aware that security incident involves a Breach, the Business Associate shall immediately initiate breach response as required by part V of this BAA.

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 protected health information 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.

Make available any amendment(s) to protected health information in a designated record set as directed or agreed to by the “covered entity”, to an or “individual, as necessary to satisfy the covered entity’s obligations under 45 CFR 164.524 and corresponding DoD HIPAA Issuances.

Make any amendment(s) to protected health information 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.

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.

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) 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 service set forth in this agreement or as required by law. The Business Agreement is not permitted to de-identity PHI under DoD HIPAA issuances or the corresponding 458 CFR 164.514(a)-(c), nor is it permitted to use or disclose deidentified PHI, except as provided by this agreement or directed by the covered entity.

(b) Business associate agrees to use, disclose and protected health information only in accordance with the HIPAA Privacy Rule “minimum necessary” standard and corresponding DHA policies and procedures as stated in the DOD Issuances.

(c) Business Associate shall not use or disclose PHI in a manner that would violate DoD HIPAA Issuance or HIPAA Privacy Rules if done by the Cover 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 disclose protected health information 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 protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provides 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) [Optional] Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information 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 business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) 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 Business Associate of any limitation(s) in the notice of privacy practices of 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) Covered Entity shall notify 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 may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that 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 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 PU/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 PU/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 <https://www.us-cert.gov/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 can 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)s 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. Term and Termination

(1) 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.

Effect of Termination.

(I) 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.

(10) 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.

(11) 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:

Attn:

Title:

Title:

Company:

Unit:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

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:

Signature:

Print name:

Print name

Title:

Title:

Date:

Date:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Ambulance services FFP Provide advanced life support and ambulance services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform advanced life support, ambulance, and transport services in accordance with the PWS. Base Period: 15 November 2024 - 14 November 2025 FOB: Destination PURCHASE REQUEST NUMBER: 0012141436-0002 V225	1	Each	\$93,847.00	\$93,847.00	
					NET AMT	\$93,847.00
ACRN AA CIN: GFEBS001214143600001					\$93,847.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
1001 OPTION	Ambulance services FFP Provide advanced life support and ambulance services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform advanced life support, ambulance, and transport services in accordance with the PWS. Option Period 1: 15 November 2025 - 14 November 2026 FOB: Destination V225	1	Each	\$95,723.94	\$95,723.94	
					NET AMT	\$95,723.94

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Ambulance services FFP Provide advanced life support and ambulance services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform advanced life support, ambulance, and transport services in accordance with the PWS. Option Period 2: 15 November 2026 - 14 November 2027 FOB: Destination V225	1	Each	\$97,638.41	\$97,638.41
NET AMT					\$97,638.41

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Ambulance services FFP Provide advanced life support and ambulance services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform advanced life support, ambulance, and transport services in accordance with the PWS. Option Period 3: 15 November 2027 - 14 November 2028 FOB: Destination V225	1	Each	\$99,591.17	\$99,591.17
NET AMT					\$99,591.17

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Ambulance services	1	Each	\$101,582.99	\$101,582.99
OPTION	FFP Provide advanced life support and ambulance services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform advanced life support, ambulance, and transport services in accordance with the PWS. November 2028 - 14 November 2029 FOB: Destination V225			Option Period 4: 15	
NET AMT					\$101,582.99

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	Ambulance services	1	Each	\$51,807.32	\$51,807.32
OPTION	FFP Provide advanced life support and ambulance services. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform advanced life support, ambulance, and transport services in accordance with the PWS. 52.217-8 Period of Performance: 15 November 2029 - 14 May 2030 FOB: Destination V225				
NET AMT					\$51,807.32

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-NOV-2024 TO 14-NOV-2025	N/A	45TH MDSS SGSL - MM TYRA ROBINSON BLDG 1372 CP 321 494 7086 1383 S PATRICK DR PATRICK AFB FL 32925-3607 321-494-8810 FOB: Destination	HT1075
1001	POP 15-NOV-2025 TO 14-NOV-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT1075
2001	POP 15-NOV-2026 TO 14-NOV-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT1075
3001	POP 15-NOV-2027 TO 14-NOV-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT1075
4001	POP 15-NOV-2028 TO 14-NOV-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT1075
5001	POP 15-NOV-2029 TO 14-MAY-2030	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT1075

ACCOUNTING AND APPROPRIATION DATA

AA: 097202520250130000180001101012520010020553 6100.9000021001
 COST CODE: AHOSP
 AMOUNT: \$93,847.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	GFEB001214143600001	\$93,847.00

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(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 products and commercial services:

(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 Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.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 products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

___ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved]

___ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (14) [Reserved]

___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

___ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2023) of 52.219-9.

___ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

___ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

___ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

____ (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (28) 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 (OCT 2022) (15 U.S.C. 637(m)).

____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

____ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

____ (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

____ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

____ (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.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 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).

X (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711).

X (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (FEB 2024) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 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; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

____ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

____ (5) 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) (41 U.S.C. chapter 67).

X (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

(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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- (x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xiv) 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.
- (xv) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xvi) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) 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) (41 U.S.C. chapter 67.)
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxiii) 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; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/browsefar>

DFARS Clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

N/A

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

2-in-1 Services Only

(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 financing, submit a commercial financing request.

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

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
---------------------------	-----------------------------------

Pay Official DoDAAC	HQ0490
Issue By DoDAAC	HT9406
Admin DoDAAC**	HT9406
Inspect By DoDAAC	HT1075
Ship To Code	HT1075
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HT1075
Service Acceptor (DoDAAC)	HT1075
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

Tyra Robinson, tyra.r.robinson2.civ@health.mil

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

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment I - Performance Work Statement		06-NOV-2024

PART 1
1.0 GENERAL INFORMATION

1.1 **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.

1.2. **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and 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 in this contract.

1.3 **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 SFB, FL

1.4 **Objectives:** The contractor shall provide emergency response and patient transport service in accordance with national and state protocol to include a minimum of one State of Florida certified Emergency Medical Technician (EMT), one paramedic personnel and ambulances for emergency response and patient transport service requirements.

1.5 **Scope:** Advanced life support, ambulance, and transport services. Services include full emergency patient transport services at Patrick SFB FL and all associated housing areas to include the Tide's Club, the Beach House, and South Patrick Housing (Pelican Coast) in Satellite Beach FL. Response time should not exceed 11 minutes. Any response time greater than 11 minutes shall be accompanied by cause of delay in the monthly run report. The contractor is not responsible for circumstances outside of its control which result in the contractor's inability to achieve the response time, including, but not limited to, gate closures and delays, base security delays, extraordinary traffic, accidents, and weather events.

1.5.1 Emergency response and transport services shall coordinate using the 911 system. Contractor shall serve as primary medical response unit(s) for all in-flight emergencies and related Patrick SFB flight line emergencies. Contractor shall participate in Space Launch Delta 45 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, 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.

1.6 Period of Performance (PoP): The period of performance shall be for one (1) Base Year of 12 months and four 12-month option years. The Period of Performance reads as follows:

Base Year	15 Nov 24 – 14 Nov 25
Option Year I	15 Nov 25 – 14 Nov 26
Option Year II	15 Nov 26 – 14 Nov 27
Option Year III	15 Nov 27 – 14 Nov 28
Option Year IV	15 Nov 28 – 14 Nov 29

1.6.1 Service Coverage Fees vs Transport Coverage Fees. This contract is a mechanism for Patrick SFB FL to ensure it has full advanced life support care emergency response available for any medical emergency or in-flight emergency. Contractor will be reimbursed for services provided through the individual patient's insurance.

1.6.2 Management Requirements

1.6.2.1 Point of Contact: The Contractor shall provide a point of contact that shall be responsible for the performance of the work. The point of contact shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The point of contact may be a paramedic providing care in accordance with this PWS. The Contractor shall designate this individual, in writing, to the Contracting Officer Representative (COR) 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 COR may require the Contractor to meet with the contract administrator and other government personnel. Meetings shall be documented in the contract file with written minutes signed by the contract manager, or contract administrator. Should the Contractor not concur with the minutes, such non-concurrence shall be provided in writing to the COR within ten calendar days of receipt of the minutes.

1.6.2.3 Availability: The contractor shall provide a medical director point of contact that shall be available via telephone 24 hours a day, every day of the year to provide guidance in an emergency.

1.6.3 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 to Federal Acquisition Regulations (FAR) 52.237-7, Indemnification & Medical Liability Clause.

1.7 Administrative specifications

1.7.1 Place of performance: The work to be performed under this contract shall be performed at Patrick SFB, FL. Contractor shall provide full emergency patient transport services at Patrick SFB, 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 SFB flight line emergencies. The contractor shall participate in 20 Space Launch Delta 45 and 20 MTF exercises. Prior coordination with base will occur within 24 hours.

1.7.2 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.

1.8 Quality

1.8.1 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.

1.8.1.2 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.

1.8.1.3 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.

1.9 Type of Contract

1.9.1 The government will award a non-personal service, fixed price contract.

1.10 Security Requirements

1.10.1 The Contractor is responsible for conducting criminal background investigations on employees who respond to medical emergencies on Patrick SFB. The contractor shall produce the results of these checks to the COR no later than four weeks prior to contractor employee coming to base via e-mail.

1.11 Special Qualifications

1.11.1 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 an EMT and 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.

1.11.2 Driving Record. Drivers must meet driving record requirements per state, federal and industry standards and be qualified by contract agency standard for emergency vehicle operation.

1.11.3 Training Documentation. The Contractor shall maintain files to assure that all Emergency Medical Technicians and Paramedics performing work under this contract 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 COR within forty-eight (48) hours.

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

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

1.11.6 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.

1.11.7 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 shall provide continuing education status (scanned image copy of national registry card) of Emergency Medical Technicians and Paramedics to COR annually.

1.11.8 Post Award Kick-Off Meeting: The Contractor shall attend a Virtual, Microsoft TEAMS, kick-off meeting within first ten calendar days post award convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5.

1.12 Health Requirements

1.12.1 Contract personnel are required to have an occupational health 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 cleared for full duty without restriction per Florida standards.

1.12.2 Not later than five (5) business days prior to commencement of work, Contractor shall obtain proof of certification that health care providers have completed the occupational health examination required. 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 the COR.

1.13 Data Rights

1.13.1 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.

1.14 Reporting

1.14.1 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 regarding 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.

1.15 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.

PART 2

2.0 DEFINITIONS, ACRONYMS, AND APPLICABLE PUBLICATIONS/INSTRUCTIONS

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, 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 if 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 a product or service shall meet contract requirements.

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. **DELTA INSPECTION TEAM (DIT).** Formally known as Exercise Evaluation Team (EET).

2.1.14. **WORKDAY.** 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
3.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

The Requiring Activity Authority has assessed the need for Government Furnished Property, Equipment, and Services and determined:

3.1 Services: The Government:

Will NOT provide Government Furnished Services in support of this contract/task order. As a result, this paragraph is Not Applicable.

WILL provide Government Furnished Services required in support of this contract/task orders. These Services are described below:

3.2 Facilities: The Government:

Will NOT provide Facilities in support of this contract/task order. As a result, this paragraph is Not Applicable.

WILL provide Facilities in support of this contract/task orders. The Government provided Facilities are described below:

3.3 Utilities: The Government:

Will NOT provide Utilities in support of this contract/task order. As a result, this paragraph is Not Applicable.

WILL provide Utilities in support of this contract/task orders. The Government provided Utilities are described below:

3.4 Equipment: The Government:

Will NOT provide Equipment in support of this contract/task order. As a result, this paragraph is Not Applicable.

WILL NOT provide Equipment in support of this contract/task orders. The Government provided Equipment is described below: Not Applicable.

3.5 Materials: The Government:

Will NOT provide Materials in support of this contract/task order. As a result, this paragraph is Not Applicable.

IS providing Materials in support of this contract/task orders. The Government-provided Materials are described below: 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 SFB. An updated phone listing and map will be provided on an annual basis.

PART 4
4.0 CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 Services: The Contractor:

Will NOT provide Contractor Furnished Services in support of this contract/task order. As a result, this paragraph is Not Applicable.

WILL provide Contractor Furnished Services required in support of this contract/task orders. These Services are described below: 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 can include, but are not limited to paramedics, drivers, emergency medical technicians, ambulances, supplies for ambulances, stretchers, medical gases for ambulances, and road maps. Ambulance Run Sheets and documentation for base calls will be made available upon request.

4.2 General: The contractor shall furnish all supplies, equipment, facilities, and services required to perform work listed under Section 5 of this PWS. 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 can include but are not limited to paramedics, drivers, emergency medical technicians, ambulances, supplies for ambulances, stretchers, medical gases for ambulances, and road maps. Ambulance Run Sheets and documentation for base calls will be made available upon request.

4.3 Secret Facility Clearance: Not Applicable

4.4 Materials: The contractor shall furnish all materials, 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 can include, but are not limited to paramedics, drivers, emergency medical technicians, ambulances, supplies for ambulances, stretchers, medical gases for ambulances, and road maps. Ambulance Run Sheets and documentation for base calls will be made available upon request.

4.5 Equipment: The contractor shall furnish all equipment, 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 can include, but are not limited to ambulances, stretchers, and medical gases for ambulances.

4.6 Facilities: Not Applicable

PART 5
5.0 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 through the Brevard County 911 system. Patients shall be transferred to Cape Canaveral Hospital, Holmes Regional Medical Center, Rockledge Regional Medical Center, Melbourne Regional Medical Center or Viera Hospital. These hospitals shall be referred to as 'local hospital' hereafter. Work involved in performance of this contract shall include but is not 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 shall 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 SFB Fire/Rescue, or Patrick SFB 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 SFB 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. Including in the monthly report the number of responses, transports, and summaries of care for individuals for the previous month from Patrick SFB 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 SFB FL. The Contractor will be notified of the need to respond by the base fire department via the Brevard County 911 Dispatch Systems. Specific responsibilities include, but are not limited to:

5.2.1. Maintaining an open line of communication radio contact with Fire Chief while in-transit and parked at Building 810 (Patrick SFB Flight Line Fire Department).

5.2.2. Providing medical advice and guidance to Air Traffic Controllers through the Brevard County 911 dispatch system 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.

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

5.2.6. Coordinating patient transport with local hospitals.

5.2.7. Transporting patients to local hospitals.

5.2.8. Providing ambulance response to in-flight physiological emergencies. Physiological emergencies include, but are not limited to hypoxia, decompression sickness, loss of consciousness, aircrew illness (acute or preexisting), drugs, ejection, or

bailout, aircrew spatial disorientation, traumatic strains, or injuries (including G-force induced) and loss of pressurization. Base Fire Department will notify Contractor of the need for response via the Brevard County 911 dispatch system.

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

5.2.10. Including in the monthly report, the number of responses, transports, and summaries of care for individuals requiring transport and treatment resulting from any flight line related or in-flight emergency for the previous month.

5.3. 45TH SPACE LAUNCH DELTA (SLD) AND MTF EXERCISE PARTICIPATION. Contractor shall be responsible for participating in 45 SLD and MTF exercises and inspections. The 45 SLD or MTF will provide at least 24 hours advance notification prior to exercise date. Specific responsibilities and procedures include, but are not limited to the following:

5.3.1. Providing primary medical response in preparatory meetings.

5.3.2. Providing expertise and feedback into the development of exercise scenarios with SLD 45 and MTF Delta Inspection Team (DIT).

5.3.3. Responding with paramedics to exercise sites and performing mock duties as properly notified to contractor by PSFB.

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

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

5.3.6. Participating in after-action exercise meetings and completing written critiques to provide feedback to FRED and DIT.

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 business 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 by internal and external customers validated by the COR and Chief of Medical Staff, shall be reported in writing to 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.

PART 6
6.0 INFORMATION TECHNOLOGY & SECURITY

6.1 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.

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

6.1.2 Department of Defense (DOD) Regulations/Manuals/Instructions/Directives

DOD Instruction 1402.5	Criminal History and Background Checks on Individuals in Childcare Services	Jan 2017
DoD Directive 5500.7	Standards of Conduct	May 2024
DoD Instruction 6040.40	Military Health System Data Quality Management Control Procedure	Dec 2019
DoD 6025.18-R	DoD Health Information Privacy Regulation	Jan 2003

6.1.3 Defense Health Agency Procedure Instruction

DHA-PI 6025.10	Patient Rights and Responsibilities	Oct 2018
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6.1.4 Other References

Business Associate Agreement	Jun 2014
MGI 48-108 AIRCRAFT MISHAP AND INCIDENT PROCEDURES	APR 2019

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
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PART 7
7.0 ATTACHMENTS/TECHNICAL EXHIBIT LISTING

- 7. ATTACHMENT/TECHNICAL EXHIBIT LISTING
 - 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

PART 7, ATTACHMENT 1
PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. “Zero deviation from standard	Method of Surveillance
PRS # 1. The contractor shall provide timely response time/patient transport. PWS 1.5	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 FRED and documented on monthly Performance Assessment Report sent to the COR NLT the 1 st of every month.
PRS # 2 for 1.5.1, The Contractor shall provide 24-hour uninterrupted response coverage.	Contractor shall, at a minimum, cover the range of advanced life support care and ambulance services provided in the local community to include local protocols, 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.	The performance threshold is 100% compliance.	Accuracy rates monitored per visit by the medical team / FRED.
PRS # 3 Contractor Participation. PWS Part 1.7.1; 1.7.2	The contractor shall provide a medical director point of contact that shall be available via telephone 24 hours a day, every day of the year to provide guidance in an emergency. The Contractor shall participate in 20 SLD and 20 MTF exercises.	The performance threshold is 100% compliance.	Validated by the WIT, FRED and/or medical team.
PRS # 4 PWS 1.11.1; 1.11.3; 1.11.4; 1.12.2 Certification	The Contractor shall maintain files to assure that all Emergency Medical Technicians and Paramedics performing work under this contract 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. Copy of valid, current, unrestricted State of Florida Emergency Medical Technician and Paramedic	The performance threshold is 100% compliance.	Validated by COR and FRED.

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.

PART 7, ATTACHMENT 1/ TECHNICAL EXHIBIT 2
DELIVERY SCHEDULE

PWS Location	Item	Quantity	Due Date	Format	Delivered to:
1.5, 1.5.1, 5.1.8, and 5.21.10	Monthly Run Reports	1	One copy provided by the 15 th of each month.	Password Protected Excel Spreadsheet (email)	COR, FRED; Medical Team
1.10.1	<u>Criminal Background Investigation Results</u>	One per contractor employee accessing base	Submitted to COR within 24 hours of request.	Password Protected Email	COR
1.11.7	<u>Continuing Medical Education (CME) Requirements – National Registry Card</u>	One per contractor paramedic and EMT	Annually	e-mail scanned image	COR
1.12.2	Occupational Health Medical Examination Certification	1	Prior to employee onboarding not later than five business days prior to commencement of work	Password protected email of medical examination	COR
5.3.6	After-Action Exercise Meeting Critique	One per meeting	Within 48 hours after meeting.	Emailed SF memorandum	COR, DIT Team lead

PART 7, ATTACHMENT 1/ TECHNICAL EXHIBIT 3
ESTIMATED WORKLOAD

ITEM	NAME	ESTIMATED QUANTITY	
		Per Year	Estimated 220 runs per year
1	Contractor: Ambulance Response Services	Per Year	Estimated 220 runs per year
2	5.3.3. Responding with paramedics to exercise sites and performing mock duties.	Per Year	5