SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HT941026QE013	25 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Tina Koike	8084339516	09 Jul 2026 10:00 AM

9. ISSUED BY CODE HT9410

DEFENSE HEALTH AGENCY
2739T ROOSEVELT DRIVE, OFFICE 143, BUILDING H-201T
CAMP PENDLETON, CA 92055
UNITED STATES
Tina Koike, Email: tina.w.koike.civ@health.mil Telephone: 8084339516

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621511

SIZE STANDARD: USD 41,500,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Solicitation/Contract Form

Phlebotomist Services for the 51st Medical Group, Osan Air Base, Korea

Product Service Code: Q515

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	The contractor shall provide non-personal Phlebotomist services in accordance with the Performance Work Statement for the 51st Medical Group, Osan Air Base, Korea. Pricing Arrangement: Firm Fixed Price	1,912	Hours		
Option Line Item 1001	The contractor shall provide non-personal Phlebotomist services in accordance with the Performance Work Statement for the 51st Medical Group, Osan Air Base, Korea. Pricing Arrangement: Firm Fixed Price	1,912	Hours		
Option Line Item 2001	The contractor shall provide non-personal Phlebotomist services in accordance with the Performance Work Statement for the 51st Medical Group, Osan Air Base, Korea. Pricing Arrangement: Firm Fixed Price	1,912	Hours		
Option Line Item 3001	The contractor shall provide non-personal Phlebotomist services in accordance with the Performance Work Statement for the 51st Medical Group, Osan Air Base, Korea. Pricing Arrangement: Firm Fixed Price	1,912	Hours		
Option Line Item 4001	The contractor shall provide non-personal Phlebotomist services in accordance with the Performance Work Statement for the 51st Medical Group, Osan Air Base, Korea. Pricing Arrangement: Firm Fixed Price	1,912	Hours		

Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT
Phlebotomist Services
51ST MEDICAL GROUP, OSAN AIR BASE, KOREA

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5.0 POSITION DESCRIPTIONS
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7.0 ACRONYMS AND DEFINITIONS

1.0. INTRODUCTION.

1.1. The contractor shall provide non-personal Phlebotomist services for the 51st Medical Group (MDG), Osan Air Base, Korea, which shall contribute to a stable workforce tasked with providing quality health care services to a diverse beneficiary population. As a condition of employment, contract providers must meet all applicable credentialing requirements outlined in this PWS and all Government regulatory guidelines and be fully qualified to perform independently within the scope of their practice. Contract personnel shall conduct all duties of Phlebotomist and follow all terms, conditions, general and special provisions, specifications, and attachments contained herein or incorporated by reference. In addition to the education, certification, and experience listed in the basic contract and in the position description, the Phlebotomist shall perform phlebotomy and front desk tasks that comply with DHA policy and guidance, to include required standards of care and clinical practice guidelines.

1.2. All services shall be provided in accordance with established standards, principles and ethics of the profession and applicable professional specialty organizations, The Joint Commission (JC) standards, applicable Department of Defense (DoD) and Army specific regulations, directives, and policies, and military treatment facility (MTF) specific policies, procedures, and job descriptions. Contract health care providers (contract personnel) shall give the highest regard to patient dignity and observe the precepts of the American Hospital Association's Bill of Rights for Patients. The Contractor shall provide services for varied healthcare specialties in accordance with established principles and ethics of the medical profession, the national standards established by the JC, the professional standards at the military treatment facility (MTF), and the American Board of applicable specialty. The Contractor shall be held accountable for compliance to the standards listed in the Comprehensive Accreditation Manual for Hospitals (CAMH) dated 2026 or current version.

1.3. The Contractor or contract employees shall provide services in conjunction with other non-contract providers to include physicians, nurse practitioners, physician assistants, registered and licensed practical nurses, and support personnel. All contract employees shall perform essentially the same functions, within the scope of acceptable practice for the specific specialty or position, as those required by DHA or Government service health care professionals of similar experience and in similar duty assignments. The scope of services provided in military treatment facilities cover the same range of services as those that are provided in civilian treatment facilities of similar size and scope of services.

1.4. This contract is a non-personal services contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees.

1.4.1. Professional Liability.

1.4.1.1. The government will not be liable for malpractice allegations against contract HCP's based upon performance of this contract. The contractor shall be required to carry malpractice insurance for its contract HCPs, at a level stated in the solicitation and included in any resulting contract for subject acquisition in tailored FAR Clause 52.237-7. If an apparent successful offeror, the contractor shall provide evidence of insurability concerning medical liability insurance prior to task order award. Upon task order award, the contractor shall provide evidence of insurance demonstrating the required coverage prior to commencement of performance. In accordance with Federal Acquisition Regulation (FAR) Clause 52.237-7, the contractor will indemnify the Government for any liability producing act or omission by the contractor, its contract HCPs and agents occurring during contract performance. If the contractor uses subcontractors in the performance of this contract, the contractor is required to ensure that its subcontracts for provisions of healthcare services contain the requirements of FAR 52.237-7, including the maintenance of medical liability insurance.

1.4.2. Responsibility and Procedures.

1.4.2.1. If any suit or action is filed or any claim is made against the contract HCP, which occurred as a result of work performed by the HCP under this contract, the HCP shall immediately notify the contractor and the Contracting Officer and the chief of the appropriate services and promptly furnish them copies of all pertinent papers received.

2.0 BACKGROUND.

2.1 The mission of the military healthcare system (MHS) is to ensure the nation always has available a healthy military force supported by a combat ready healthcare system. Health care services for eligible MHS beneficiaries are provided at Military Treatment Facilities (MTF) located on or near military installations or posts. The military treatment facility may be a clinic, hospital, or medical center. Clinics are outpatient facilities offering primary care or simple specialty care (routine exams, tests, and treatments).

2.2 The 51st MDG's mission is to seamlessly transition from community healthcare to contingency operations and respond to a full spectrum of health requirements, prepare medically ready forces, expand medical capabilities, and sustain war reserve materiel in support of 7 Air Force and US Forces Korea. The contractor uses a multi-disciplinary and collaborative approach with other key service providers, to ensure total force readiness.

3.0 SCOPE OF WORK.

3.1 The Phlebotomist shall have a working knowledge of Microsoft Office applications and shall become proficient in the use of the electronic medical record system utilized by the MTF. Performance shall be in accordance with the requirements contained in this performance-based work statement. All services shall be provided in accordance with established standards, principles, and ethics of the Phlebotomist profession and applicable professional specialty organizations.

3.2 Administrative.

3.2.1. Contractor Representative. The Contractor shall designate, in writing, a primary point of contact for contract coordination and implementation not later than five business days after receiving notice of contract award. Changes in the primary point of contact (POC), at any time, shall require the Contractor to notify the Contracting Officer (KO) of the new representative at least five working days prior to the change. This notification shall be in writing and shall state the name and contact information for the new point of contact.

3.2.2. The Government's Representative will be the KO's authorized representative in administering the contract at the MTF level. The Contractor's representative shall be available to discuss any problems that the Contractor's personnel may be experiencing during the performance of this contract. Problems experienced by the Government with the Contractor's performance will be discussed and resolved. Unresolved problems will be referred to the KO for resolution.

3.2.3. Contractor shall not include or use non-compete provisions with respect to the performance of Government medical service contracts in its employment, consultant, or third party contract agreements (hereafter agreements) with its Health Care Provider (HCP) workers which are effective beyond the period of contract performance. Non-compete provisions shall not prevent HCP workers from being interviewed, employed, or accepting offers of employment or making other arrangements with potential competitors for follow-on contracts. Additionally, non-compete provisions shall not prevent HCP workers from accepting offers of employment or making other arrangements with any contractors who provide services to the Government, or from accepting offers of employment with the US Government, following the period of contract performance. Inclusion of such non-compete or similar conditions in agreements with HCP workers will result in an offeror's proposal being determined unacceptable, and may be grounds for termination of any awarded contract or task order. Preventing HCP workers from accepting these offers will hinder the Government's ability to accomplish the mission of providing medical care to its beneficiaries.

3.2.4. The Contractor and contract personnel shall abide by all MTF standards, rules, and procedures including requirements for any licensure, credentialing and quality assurance requirements. Such regulations include, but are not limited to, general safety, fire prevention, waste disposal, infection control, JC, and patient safety initiatives.

3.2.5. Media and Other Inquiries. The Contractor shall not respond to any media inquiries. Any inquiries from the media, third parties, or public agencies shall be immediately relayed to the Government's Representative, who will relay them to the MTF Public Affairs Officer or, after duty hours, to the Administrative Officer of the Day (AOD). There shall be no interviews, comments, or any other response without the knowledge and approval of the MTF Director. Other than routine inquiries from external agencies, all other inquiries and complaints shall be brought to the attention of the Government's Representative.

3.2.6. Emergency health care for contract personnel. The MTF will provide emergency healthcare for injuries or life threatening medical emergencies occurring while on duty at the MTF. The Contractor shall reimburse the Government for such services as billed by the MTF.

3.3. Conflict of Interest.

3.3.1. The Contractor or contract personnel shall not bill the patient for services rendered under this contract. The Contractor or contract personnel shall not request or accept compensation of any kind for patients treated, procedures performed, or any other actions performed, except under the terms and conditions of this contract, at the rate specified.

3.3.2. The Contractor or contract personnel shall not, while performing services under this contract, advise, recommend, or suggest to persons eligible to receive medical care at Government expense that such persons should receive care from the Contractor or contract personnel or from any third party at any place other than as designated under this contract.

3.3.3. Confidentiality of Information. Unless otherwise specified, all financial, statistical, personnel, and/or technical data which is furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of healthcare services under this contract. The Contractor shall not release any of the above information without prior written consent of the KO. The Contractor/contract personnel shall not use patient care rendered pursuant to this contract as part of a study, research project, or publication. The contract personnel shall prepare medical records, forms and documents as required, in accordance with the regulations and established guidelines listed in the contract.

3.3.4. Contractor will abide by federal employment statutes and the Federal ethics regulations in the selection and hiring of contractor personnel.

3.3.5. The Contractor or contract personnel shall not use Government facilities, supplies, or equipment in private practice or for any purpose other than providing the healthcare services required under this contract.

3.4. Security.

3.4.1. Security Identification Badges. The Contractor and contract personnel shall comply with the local installation and MTF personnel identification and access requirements while on site.

3.4.1.1. While on site, each contract personnel shall wear a visible security badge identification, provided by the military installation or the MTF, on the front of his/her outer clothing. The badge must show the full name, title and if required by the Military the word "Contractor" in front. The Government's Representative will provide the paperwork to request identification badges.

3.4.1.2. The Contractor is responsible for absences of contract personnel due to expired identification and access documents. Such absences shall not relieve the Contractor of its obligation to perform the healthcare services required under this contract.

3.4.1.3. The contract personnel shall immediately report any lost or stolen badges to the Government's Representative.

3.4.1.4. The contract personnel shall turn in all identification badges to the Government's Representative, or his/her designated representative upon termination of their services under this contract.

3.4.2. Vehicle Registration. The MTFs are located on restricted access military installations. The Contractor/contract personnel shall comply with the local installation requirements for vehicle registration and operation on the military installation.

3.4.2.1. All vehicles are subject to search. Contract personnel may encounter long delays for vehicle inspection and identification checks upon entering and exiting the installation. The Government will not reimburse the Contractor for time spent at installation checkpoints. Contract personnel must plan accordingly and report to work at their scheduled duty time, at their appointed place of duty within the MTF.

3.4.3. Keys. The Contractor shall be responsible for any keys issued by the Government to contract personnel for use in the MTF. The keys shall not be duplicated. The Contractor shall be financially responsible for the replacement of any lost keys and any associated locks. Lost keys and/or locks shall be reported to the issuing party, Department Chief, or Government's Representative immediately upon recognition of the loss.

3.4.4. Safeguarding Material. The contract personnel shall be responsible for safeguarding all Government property. The Contractor shall safeguard information of a confidential or sensitive nature. All patient related information is considered confidential and sensitive. If working remotely, Contractors are prohibited from reproducing patient information in any way. This includes printing. Neither the Contractor nor any of its contract personnel shall disclose or cause to be disseminated any information concerning the operation of the MTF that could result in or increase the possibility of a breach in security or interrupt the continuity of

operations or which breach the requirements of the Federal Privacy Act of 1974. However, the Contractor may be required to provide testimony or disposition in cases of due process action.

3.5. Orientation and Training.

3.5.1. MTF in-processing checklist. When commencing work under this contract, the contract personnel shall obtain in-processing checklist(s) from the Government's Representative or designated office. All contract personnel are required to complete the applicable items on the checklist and turn it in to the designated office. Upon completion of the duty assignment, the contract personnel need to complete an out-processing checklist and return it to the designated office.

3.5.2. MTF and Unit Orientation. The contract personnel shall be provided with a Government paid orientation to familiarize the contract personnel with the policies and procedures of the MTF, assigned department and specific unit.

3.5.2.1. Orientation shall be completed within 45 days.

3.5.3. Annual training requirements. The Contractor shall ensure that contract personnel complete any mandatory annual training requirements in accordance with MTF procedures.

3.5.4. Government unique training. The government may elect to provide unique government training to contract HCPs who are performing services under this contract. If the government elects to provide such training, the government will provide such training at no additional expense to the contractor or to the contract HCP. When directed by the contracting officer, contract HCPs shall attend all such training in a paid status as part of the normal services required and billed under the contract. Such training shall require a performance commitment by the contractor and the contractor shall reimburse the government (by means of a reduction in an invoice) if a contract HCP fails to satisfy the performance commitment after the contract HCP receives the unique government training. The amount of the reimbursement shall be the prorated cost of training, calculated based on the total cost of the training and the number of months by which the contract HCP fails to complete the performance commitment. The length of the performance commitment shall be 12 months or until the end of all performance under this contract, whichever occurs first.

3.5.5. Computer Training. Contract personnel who have any interaction with the MTF computer systems must receive training for the applicable system(s). The Government's Representative will coordinate the necessary computer training. The training will be on-site and during normal duty hours. This training will be at no cost to the Contractor. These systems include but are not limited to:

3.5.5.1. MHS GENESIS is the electronic health record for the Military Health System (MHS), providing enhanced, secure technology to manage health information. MHS GENESIS integrates inpatient and outpatient solutions that will connect medical and dental information across the continuum of care, from point of injury to the military treatment facility.

3.5.6. AT/OPSEC REQUIREMENTS

3.5.6.1 Anti-Terrorism (AT) Level I Training: All contractor employees, including subcontractor employees, requiring access to DHHQ, Direct Reporting Markets (MTFs), Small Markets and Stand Alone (SSO) facilities and controlled access areas, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the KO, if a COR is not assigned, within five calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil.

3.5.6.2. Access and General Protection/Security Policy and Procedures: Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, DHHQ and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

3.5.6.3 For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with DHA-AI 5200.04. The contractor employee will be issued a CAC only if duties involve one of the following: (1) both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

3.5.6.4 AT Awareness Training for Contractor Personnel Traveling Overseas: Specific AOR training content is directed by the combatant commander, with the unit ATO being the local point of contact.

3.5.6.5 For contracts that require a formal Operational Security (OPSEC) program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per DHA-AI 5200.03.

3.5.6.6 For Contracts that Require OPSEC Training: Per DHA-AI 5200.03, Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

3.5.6.7 For Information assurance (IA) and/or information technology (IT) training. All contractor employees and associated subcontractor employees must complete the DoD Cyber Awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD requirements DoD 8570.01 and DoD 8570.01-M within six months of appointment to IA/IT functions. DoD Cyber Awareness Challenge Training is available at the following website:
https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf?ORG=NAVSEA , DOD Course US1364-22 DOD Cyber Awareness Challenge 2024.

3.5.6.8 For information assurance (IA) and/or information technology (IT) certification. Per DoD 8570.01-M , DFARS 252.239.7001, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

3.5.6.9 For Contractors Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US: The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task

force commander policies and directives.

3.5.6.10 Controlled Unclassified Information (CUI). Include DFARS clause 252.204-7012, which requires the contractor to comply with NIST 800-171. Also include DFARS provision 252.204-2019 into solicitations. Acquisition officials should follow procedures outlined in DFARS 204.73 and verify vendors have an adequate NIST SP 800-171 summary assessment score within the Supplier Performance Risk System (within PIEE). If the score doesn't show a medium- or high-level assessment with a score of 110 or better (as described in the "NIST SP 800-171 DoD Assessment Methodology"), include clause 252.204-7020 and obtain the vendor's "system security plan" and "plan of action" for NIST SP 800-171 verification and assurance by Army security officials.
DHA-US1339 Controlled Unclassified Information (CUI) - Refresher Training (30 mins)
DHA-US1338 Controlled Unclassified Information (CUI) - Initial Training (45 mins)

3.6. MTF HOURS OF OPERATION

3.6.1 51st MDG provides services 24 hours a day, 365 days a year (366 days during leap years) including holidays. Clinics have designated operating hours.

3.6.1.1 Laboratory Flight, 51st Medical Support Squadron Hours of Operation: 0700 to 1700 hours, Monday through Friday.

3.6.2. Holidays. The following is a list of legal federal holidays. Any of the federal holidays falling on a Saturday will be observed on the preceding Friday, holidays falling on a Sunday will be observed on the following Monday. Contract personnel may be required to work on legal holidays as determined by the Government's Representative.

New year's Day, January 1st
Martin Luther King's Birthday, 3rd Monday in January
President's Day, 3rd Monday in February
Memorial Day, Last Monday in May
Juneteenth National Independence Day, June 19th
Independence Day, July 4th
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veteran's Day, November 11th
Thanksgiving Day, 4th Thursday in November
Christmas Day, December 25th

NOTE 1: Any holidays that are declared by Presidential Executive Order shall be observed in the same manner as the holidays listed above. If the area in which a contract employee is scheduled to work is closed due to the holiday and the employee is not required to report in, payment will not be made for those hours. Closures of the installation due to inclement weather or other such acts of God shall be handled in the same manner.

3.6.3. Contract personnel shall report to work as scheduled during emergencies, disasters or during adverse weather conditions. Contract services are still required during these situations.

3.6.4. Closures. During anticipated closure of the facility due to Command declared training holidays or during unplanned closure of the facility due to natural disasters, military emergencies, severe weather, or otherwise, the contractor shall not invoice the Government for services not performed and the Government will not be liable to the contractors for any such closures.

3.7. HOURS OF PERFORMANCE.

3.7.1. Scheduling process: The Contractor shall be available to work from 0730 to 1630 in 51 MDG, Monday through Friday. Which includes 1-hour unpaid break during that shift. Duty hours may include base exercise days where limited military staffing is available and foreign holidays.

3.7.2. Scheduling issues: The Government's Representative or their designee will be responsible for communicating with the contractor regarding scheduling issues. The shift supervisor may act as point of contact after normal duty hours, weekends and holidays. In such cases, the Government's Representative shall confirm all actions on the next normal working day.

3.7.3. Absences and leave:

3.7.3.1 The contractor shall notify the Government's Representative when a scheduled contract HCP cannot fill a shift due to illness or emergency. Notification shall be as early as possible, but no later than 2 hours prior to start of scheduled shift.

3.7.3.2 The contractor shall have sufficient qualified HCP available so that all services are provided in the event a contract HCP scheduled to work becomes ill, resigns, is terminated, or is otherwise unavailable to work. The proposed substitutes shall have at least the minimum qualifications required for the position and shall begin performance in the MTF within six weeks of notification that the permanent provider will be absent for over 160 consecutive hours, resigns, is terminated, or is otherwise unavailable to work.

3.7.3.2.1 The Contractor shall maintain a low turnover rate. Not to exceed 25 % for full executed contract period.

3.7.3.3 When the contractor cannot fill a position, the contractor shall notify the COR.

3.7.4. Scheduled absences of contract personnel shall be coordinated with the Government's Representative at least 30 calendar days in advance. Depending on how the hours are specified will determine whether or not the contractor supplies a substitute. The Contractor will only be paid for hours actually worked.

3.7.5. The Contractor is responsible for submitting an accurate invoice. The Contractor may only invoice and be paid for the services actually rendered. If the Contractor performs fewer services than are provided in the contract schedule, the Government may, at the end of the applicable contract period, de-obligate the excess quantities.

3.8. LICENSE VERIFICATION AND CREDENTIALS REVIEW OR PRIVILEGING.

3.8.1. The Government's Representative will designate the offices responsible for license verification for non-privileged personnel and the Credentials Office is responsible for credentialing and privileging actions. If the contractor is providing privileged health care providers, the contractor shall check with the Credentials Office to determine their credentialing/privileging process and timelines so that the health care providers can be privileged prior to the start of work.

3.8.1.1. The contractor shall perform all primary source verifications and include all verifications with the credentials package or competency assessment folder information for non-privileged staff in accordance with DHAPM 6025-13, vol 4. The contractor shall obtain all paperwork, letters of reference, approvals, work history, etc. required by the MTF credentialing or licensure verification processes. The MTF staff will not assist the contractor in obtaining any needed information for initial credentialing. The contractor is responsible for the current competence of contract HCPs used to provide healthcare services under this contract.

3.8.1.2. Licensure, certification, registration, or authorizing documents. Contract workers requiring licensure shall have and maintain a current, valid, unrestricted license specific to the position (with no limitations, stipulations or pending adverse actions). Additional licenses held by a provider must be in good standing whether they are inactive, expired, or limit the provider's practice to a military setting. The healthcare provider's license(s) must remain current, valid and unrestricted throughout the duration of the contract worker performance on the TO. The DHA PM 6025.13, vol 4, is the governing directive for all licensure, registration, and certification. Adherence to the outlined requirements within the DHA PM 6025.13, vol. 4, shall be met.

3.8.1.2.1. Non-personal services: Contract workers under a non-personal services arrangement requiring licensure must maintain an unrestricted license in the U.S. jurisdiction within which the contract worker is performing as outlined in DHAPM 6025.13, Volume 4.

3.8.1.3 Drug Enforcement Agency (DEA) Requirements. Contract workers required to obtain a DEA registration number, shall have a current, valid DEA registration prior to performing on this contract in accordance with regulatory guidelines. The Contractor shall ensure DEA registrations are renewed throughout the performance of the contract worker.

3.8.1.4. Privileges are facility specific and the department chair or service chief develops the criteria to award privileges. The forms required for the privileging process are outlined in DHA-PM 6025.13 and will be provided by the Credentials Office. HCPs who require privileging shall not provide healthcare services until they have been granted privileges at the MTF.

3.8.1.5. The Credentials Committee may have questions which they will wish to present to the contractor's HCPs verbally or in writing. The Contractor's HCPs shall answer questions presented by the Credential's Committee either verbally or in writing.

3.8.1.6. The Contractor shall contact the Credential Office for current credentialing process. The 51st MDG Credential Office contact numbers are Com 011-82-31-661-8717 and/or DSN (315) 784-8717. Non-credentialed providers shall contact the Education and Training office at DSN: (315) 784-0786 or Com 011-82-31-661-0786 for guidance.

3.8.1.7. The Contractor shall provide a completed credential file of the accepted candidate within 60 days from contract award.

3.8.1.8. The contract HCP shall have been granted privileges by the MTF Director and commencement of services under this work statement shall be in place within 120 days from contract award.

3.8.1.9. The Contractor shall accomplish the assigned work by employing and utilizing a qualified candidate with appropriate combinations of education, experience, knowledge, training, abilities and skills. The provider shall begin performance in the MTF at the earliest possible date, but not more than 120 days from contract award. All status of forces agreement (SOFA) or host nation requirements, health, security and credentialing/privileging requirements shall be met prior to start of performance by an initial or replacement provider. The Contractor is responsible for obtaining all passports, visas, or other documents necessary for the provider to enter and/or exit the foreign country where performance is required. Substitute or temporary coverage for a permanent provider is required for unplanned absences over 160 consecutive hours.

3.8.2. If the contractor adds additional/or replacement HCPs during the contract period, the same qualification standards, credentialing/privileging and health requirements shall apply.

3.8.3. The contractor shall not use any individual to provide direct health care services under this contract if that individual, within the past 5 years:

3.8.3.1. Has had his/her clinical privileges limited, suspended, or revoked by any healthcare facility, public or private, anywhere in the world.

3.8.3.2. Is the subject of a current or pending hearing or appeal brought by any healthcare facility, public or private, anywhere in the world, which may result in the limitation, suspension, or revocation of the individual's clinical privileges.

3.8.3.3. This prohibition does not apply to any individual whose clinical privileges, although originally limited, suspended or revoked by a healthcare facility where the individual was subsequently fully reinstated by the healthcare facility.

3.8.3.4. Limitation of clinical privileges, as used in this paragraph, refers to a partial withdrawal/reduction of clinical privileges as a result of a determination that or pending investigation to determine whether an individual has engaged in unprofessional conduct or substandard medical practice or is incompetent to perform certain medical practices.

3.8.4. List of Excluded Individuals and Entities (LEIE). For any provider (privileged and non-privileged) within the DoD, the List of Excluded Individuals and Entities (LEIE) on the Health and Human Services website (http://oig.hhs.gov/exclusions/exclusions_list.asp) must be queried to determine if the provider has been excluded from participation in Federal Health Programs. If the provider's name appears on this list, the provider is disqualified from working for the DoD, in any capacity.

3.8.5 A National Provider Identifier (NPI) type 1 is required for healthcare providers who furnish billable healthcare services, or those who are authorized to initiate or receive referrals. The NPI Type 1 is a 10-digit provider-unique number assigned by the Centers for Medicare & Medicaid Services (CMS), at no cost, to healthcare providers, both privileged and non-privileged, who meet established eligibility criteria as stated in the DHAPM 6025.13, volume 4

3.8.6. Removal of Contract HCPs. At any time during the performance of this contract, the Contracting Officer or the Government's Representative may direct the contractor to immediately remove any contract HCP whose actions or impaired state raises reasonable suspicion that clear and present danger of physical harm exists to a patient, other contract HCPs, government personnel or to the impaired individual. This provision will be used in emergency situations only and not for the purpose of bringing performance issues or other non-urgent concerns to the attention of the contractor.

3.8.6.1. If the need for a removal occurs, the Government's Representative will contact the contractor's point of contact and direct the contractor to remove that individual from the military facility and to not use that individual to perform any healthcare services required under this contract until the issue has been resolved by the Contracting Officer. The contractor shall formally meet with the Government's Representative to discuss further action in accordance with the MTF Quality Assurance and Inspection (QA&I) Plan and DHA-PM 6025.13. A review of the basis for removal will be made by the Contracting Officer within 3 working days after the Government's Representative directed the removal.

3.8.6.2. If, after any investigation deemed necessary by the Contracting Officer and discussions with the contractor's representative, the Contracting Officer concludes that the contract HCP's impairment requires permanent removal from performance under the contract, the Contracting Officer will notify the contractor that permanent removal is required. In the event of disagreements between the government and the contractor's representative concerning matters of impaired contract HCPs, the decision of the Contracting Officer will be final. During the period of time between the removal and the final decision of the Contracting Officer, the contractor shall provide a backup/replacement contract HCP in accordance with the terms and conditions of this contract.

3.8.6.3. The MTF Director has the prerogative to hold in abeyance, to deny, or to summarily suspend clinical privileges/practice when there is a reasonable cause to doubt the health care provider's competence to practice or for any cause affecting the safety of patients or others. DHA-PM 6025.13 outlines the adverse clinical privileging and practice actions for privileged personnel and adverse practice actions and peer review for nonprivileged personnel.

3.8.7. Conduct.

3.8.7.1. Contract personnel shall comply with MTF policies regarding personal appearance and conduct.

3.8.7.2. Contract personnel shall abide by federal, state, and local MTF regulations and requirements concerning the nature of limited privileged communication between patients and the contract personnel as may be necessary for security and personnel reliability programs. They shall also abide by federal, state, and local MTF regulations concerning the confidentiality of patient records, as embodied in federal statutes including the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA) of 1996. All medical records and reports will remain the property of the Government.

3.8.8. Contract personnel shall not introduce new procedures or services without prior approval of the Department Chief or representative. If disagreements or deviations from protocols or procedures occur, the Department Chief or representative shall be the deciding authority.

3.8.9. The contractor shall ensure contract privileged providers providing medical services under this contract has his/her rubber stamp containing their full name, degree, title, DEA license number and company name (if applicable) or the word, "Contractor." The stamp shall be placed on all forms and documentation having the provider's signature:

EXAMPLES:
Jane J. Jones, APRN, BC John J. Jones, APRN, BC
Family Nurse Practitioner Family Nurse Practitioner
DEA #123456 DEA #123456
Jones Healthcare Company Contractor

3.10. Health and immunization requirements. All contract personnel performing services under this contract shall comply with the health and immunization requirements as stated in the Health Requirements clause. Backup/replacement contract personnel shall meet the same health and immunization requirements. The expense to comply with the health and immunization requirements shall be borne by the Contractor at no additional cost to the Government.

3.11. Criminal History Background Check Requirements. Contract HCPs involved in the delivery of health care to patients under the age of 18 must undergo a Child Care National Agency Check and Inquiries (CNACI) as part of a CHBC as stated in Procedures, Enclosure 3 of DoDI 1402.05. The Contractor Facility Security Officer (FSO) and/or Security POC shall initiate background investigations. At the discretion of the COR, the MTF security personnel may initiate background investigation requests.

3.12. MISSION PARTNER IDENTITY, CREDENTIAL AND ACCESS MANAGEMENT (MP ICAM)

3.12.1. The Contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

3.12.2. The Contractor shall comply with agency personal identity verification procedures in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

3.12.3. The Contractor shall ensure compliance with the provisions set forth below. For purposes of the Federal Acquisition Regulation (FAR) Clause 52.204-9, the USG will designate a Mission Partner Affiliation Sponsor (MPAS) and the Contractor shall designate a FSO for this contract. The USG reserves the right to amend or supplement these provisions pursuant to the Changes clause in the contract.

3.12.4. The Contractor is responsible for absences of HCPs due to expired identification and access documents. Such absences shall not relieve the Contractor of its obligation to perform the services required under this contract.

3.12.5. In-processing Requirements. The HCPs are prohibited from performing services under this contract absent compliance with the in-processing requirements set forth below.

3.12.6. The USG will sponsor the contract HCPs with an e-mail address. All HCP e-mail addresses will be provided by the MTF to identify them as a Contractor.

3.12.7. The USG MPAS will send a notice through the MP ICAM to the e-mail address provided IAW the above requirement. The HCP's user ID and password will be provided in the e-mail and will be require a change at first login. In the event the e-mail message is not received, the Contractor may request the username and password from the MPAS and proceed to the website https://mpartnerregweb.dmdc.osd.mil/mpartnerregweb to complete the process.

3.12.8. The HCP shall log into the MP ICAM and complete the verification process by submitting the application back to the MPAS for approval.

3.12.9. The application will be accepted, returned, or rejected by the MPAS. Notice as to whether the application has been accepted, returned, or rejected will be provided to the HCP's e-mail address within 48 hours after submission. If the application is returned or rejected, the HCP shall contact the MPAS and comply with the MPAS's guidance to attempt to correct and resolve the issue(s).

3.12.10. Upon approval of the application, the HCP will receive an e-mail stating the CAC application was approved. The applicant must then go to a RAPIDS Issuing Facility to have the USG credential issued. To make an appointment, the HCP will follow the instructions provided by the MPAS and contact the COR for instructions. The HCP must present two acceptable forms of ID, which may include: Driver's License, Military ID, Contractor Company ID with picture and expiration date, charge card with picture imprinted, or passport.

3.12.11. Revalidation Requirements. The MPAS is required to revalidate all HCPs, in the MP ICAM, every 6 months. In the event revalidation is denied, the CAC credentials shall be revoked, and the CAC will not be useable to log in.

3.12.12. Out-processing Requirements. When a HCP's performance under this contract ceases, the HCP shall personally bring the CAC to the TA and complete the DA Form 2962. The TA will revoke the CAC from the MP ICAM.

3.13. QUALITY MANAGEMENT

3.13.1 The Contractor shall have a planned and systematic quality management process for monitoring and analyzing its contract performance.

3.13.2. The Contractor shall ensure that all contract employees comply with the MTF quality management/process improvement activities.

4.0 QUALITY ASSURANCE:

4.1. Inspection. The inspection and acceptance point for all services rendered under this contract will be the Government's Representative. The performance by the contract personnel, the quality of services rendered, and any documentation or written material in support of same, shall be subject to continuous inspection,

surveillance and review for acceptance by the KO or Government's Representative. Any services rendered by the contract personnel to patients or interaction with military/civilian personnel deemed unprofessional, threatening, or dangerous by the KO may be grounds for immediate termination for default or cause. Quality Assurance procedures established by the MTF shall be used for continuous monitoring. Other performance evaluation factors will be monitored that are not quantified by numerical measurements which include: Contractor providing personnel not meeting the minimum qualification standards; inappropriate prescriptions; patient customer service comments; Contractor relationship with hospital staff/Government contracting personnel; compliance with hospital healthcare policies and procedures.

5.0. POSITION DESCRIPTIONS.

5.1 Position Title: Phlebotomist

5.1.1. Assigned to: Laboratory Flight, 51st Medical Support Squadron

5.1.2. Supervised by: The Government's Representative

5.1.3. Qualifications:

5.1.3.1. Education: At minimum, high school equivalent and a graduate from an academic course of phlebotomy that includes 120 didactic hours

5.1.3.2. Licensure/Certification/Registration: The contract personnel shall have completed a phlebotomy course that includes 120 didactic hours Contract personnel shall have and maintain current certification in either the American Heart Association Basic Life Support (BLS) (Course C) or the American Red Cross CPR/BLS Course.

5.1.3.3. Experience: Within the last three (3) years, contract personnel shall have completed 1040 hours as a Phlebotomy Technician performing phlebotomy procedures and have prior experience working with a medical health information system. Must have performed 50 successful venipuncture using a straight and a butterfly needle and 10 successful skin punctures. The contract personnel shall have proficient knowledge of medical laboratory terminology. Contract Personnel who possess at least one (1) year of Lab experience within the last three (3) years as a clinical pathologist and medical/clinical technologist or a nurse are eligible to apply if they meet experience requirement.

The offeror shall provide evidence of prior experience in the following format:

The title and number of the contract/project
Description of work completed
Length of contract/project (year/month/date - year/month/date)
Complete point of contact at Client Organization (including name, phone number, email address)

5.1.3.3.1. English for Non-Native Speakers: The Contractor personnel working on this contract shall be able to communicate in the English language at a proficiency level of a native speaker (as demonstrated by Test of English for International Communication (TOEIC) score greater than or equal to 700, which was obtained within the last three (3) years) and as exemplified in their written and verbal skills in the performance of their duties under this contract. The Government will assess language skills of all contract employees who are required by terms of this PWS to be proficient at speaking English through performance of services. If the Government, at its sole discretion, determines that the language skills of the Contractor personnel does not meet the language proficiency skills required of the position, the Government reserves the right to require the Contractor to provide a replacement Contractor personnel that does possess the required language proficiency skills required of the position, at no additional cost to the Government.

5.1.3.3.1.1 The English test (TOEIC) requirement will be waived for individuals who are native English speakers.

5.1.4. Specific Duties/Tasks:

5.1.4.1. A phlebotomist draws blood from patients or donors in hospital, blood bank, or similar facility for analysis or other medical purposes; assembles equipment, such as tourniquet, needles, blood collection devices, gauze, cotton, and alcohol on work tray, according to requirements for specified tests or procedure; applies tourniquet to arm; locates accessible vein; swabs puncture area with disinfectant; and inserts needle into vein to draw blood into collection tube or bag. The phlebotomist withdraws needle; applies treatment to puncture site; and labels and stores blood container for subsequent processing; may prick finger to draw blood.

5.1.4.2. The duties include but are not limited to the following: Greets and interviews patients. Receives and interprets laboratory request slips, reviews request slips for required information, and determines the fitness of the patient for tests requested by the healthcare provider/physician (i.e., fasting state, liquid intake, medication, dietary instruction.) Ensures specimens are collected in the amount and type of specimen required (e.g., with or without a particular anticoagulant) for each laboratory test. Enters test requests into the electronic medical record system.

5.1.4.3 Performs timed blood collection procedures, such as glucose and lactose tolerance tests. Instructs patients on collection of timed urine collections. Collects blood specimens from ambulatory or bed patients via venipuncture, finger, heel, or toe stick, as appropriate, using standardized procedures. The blood collection may require the use of a lancet, capillary tube, pipette, or glass slide for blood smears. Performs laboratory hematology analytical procedures to include bleeding times. Dresses the skin puncture site after blood collection. Carefully observes the patient for any sign or symptoms of physiological reactions after blood collection and takes appropriate first aid measures to prevent injury and stabilizes the patient.

5.1.4.4. Reviews specimen labels and properly labels collected blood specimens with appropriate patient identification information and delivers specimens within the established time frames. Maintains blood collection tray in a clean, hygienic state and replenishes blood collection supplies as needed. Maintains supply levels for drawing stations and shelves on a daily basis. Completes applicable documentation to include manual and computer methods. Answers telephones, looks up test results in the laboratory computer, and gives test results to requesting healthcare providers/physicians. Processes patient demographic data into the laboratory automated data system or manual system. Identifies and corrects patient data errors. Verifies physician, patient care, and records location identifiers, ward and clinic locations, and provider codes for entering accession information into the computer terminal. Works with wards, clinics, and other medical personnel to resolve missing or incorrect data. Receives telephone calls and visitors to the laboratory. Determines nature of call or visit. Directs calls or visitors to appropriate personnel, personally provides the Information requested when routine or procedural matters of the laboratory are involved.

5.1.4.5. Applies established guidelines concerning the release of information on test results, adhering to the provisions to the Privacy Act and Freedom of Information Act (FOIA). Adheres to and maintains a system of supply accountability and inventory management with unit supply custodian to ensure adequate stock levels of consumable supplies are available and minimize waste and ensure uninterrupted services. Practices general hospital safety, infection control, aseptic and sterile techniques for safely handling sharps, electrical equipment, and blood or blood by-products. Ensures all MTF equipment is properly cleaned and stored at the end of each work shift. Ensures preventive maintenance and routine cleaning are performed. Ensures a safe work environment and safe employee work habits.

5.2. Requirements for all positions.

5.2.1. The contractor shall ensure that all contract HCPs providing services under this contract shall be able to read, write, and speak English well enough to effectively communicate with all parties and other health care providers.

5.2.2 Basic Computer Skills. The contract HCP shall possess knowledge, skills, and abilities required for the labor (i.e., medical terminology, basic computer skills, customer service expectations, telephone etiquette, and basic typing).

5.2.3 Physical Qualifications. Contract HCPs shall be capable of meeting the physical demands of the position as outlined in the PWS. In most cases, the contract HCP may be asked to stand and/or sit for extended periods of time. However, the PWS may describe other physical demands such as lifting a specified weight or other physical activity.

5.2.4. The contract HCPs shall possess sufficient initiative, interpersonal relationship skills and social sensitivity such that he/she can relate constructively to a variety of patients from diverse backgrounds.

5.2.5. Basic Life Support (BLS) Certification. Contract HCPs shall maintain current certification in Basic Life Support (BLS) from the American Heart Association, or the American Red Cross. Certification cards must display the American Heart Association, the American Red Cross or other approved certifying body emblem. Web-based (on-line) classes are not acceptable by the Government. The Contractor will not bill the Government for contractor time to attend Basic Life Support (BLS) certification training.

5.2.6 Clinical Competency. Credentialed contract HCPs shall meet credentialing and privileging clinical competency standards, current within the two years preceding the start of services, heel, or toe stick, DHA PM 6025.13, Volume 4, in addition to other regulatory guidelines as applicable.

5.2.7 Board Certification. Requirements for board certification, if applicable, will be outlined in the DHA PM 6025.13, vol. 4 and the PWS.

5.2.8 Foreign Medical Graduates. Certification by the Educational Commission for Foreign Medical Graduates (ECFMG) for physicians, certification by the Commission on Graduates of Foreign Nursing Schools (CGFNS) for nurses. Contract HCPs who are graduates of foreign medical schools will possess both a U.S. medical license and certification by ECFMG for health care physicians and CGFNS for nurses as defined in 29 CFR 825.125. Residency institutions must have been ACGME accredited during the time the member was enrolled. ECFMG is required for graduates of medical schools located outside the U.S., Puerto Rico, and Canada. As of 2017 a provider who possesses Fifth Pathway is no longer acceptable.

5.2.9 Continuing Education. The Contractor shall ensure that contract HCPs who are licensed, registered or certified by state bodies, professional organizations or national/medical associations continue to meet the minimum, standards for continuing education to remain current as prescribed by their professional agency and applicable regulatory guidelines and policies. The Contractor shall ensure contract HCPs obtain continuing education at no additional cost to the Government. The Government may approve contract HCPs to attend continuing education courses at the place of performance on a space available basis; however that time shall not be billable to the Government.

5.3. If services are provided remotely, the Contractor must adhere to all IT requirements for utilizing Government equipment and accessing Government systems. Supporting equipment will be at the vendor's expense. i.e. interfaces, hardware, and software.

6.0. APPLICABLE TECHNICAL ORDERS, SPECIFICATIONS, REGULATIONS, AND MANUALS.

Following is a list of basic publications applicable to this performance-based statement of work. The Contractor is obligated to follow these publications.

Applicable Publications

Public Law:

Public Law 91-596 Occupational Safety and Health Act of 1970
Public Law 104-191 Health Insurance Portability and Accountability Act of 1996

Accreditation Manuals:

The Joint Commission (TJC) Manual (Current Edition)

Defense Health Agency:

DHA-AI 001 Telework Program
DHA-AI 003 Physical Security Program
DHA-AI 034 Drug-Free Workplace Program
DHA-AI 050 Accounting of Disclosures of Personally Identifiable Information (PII) and Protected Health Information (PHI)
DHA-AI 5015.01 Records Management
DHA-AI 5200.02 Information Security Program
DHA-AI 5200.03 Operations Security (OPSEC) Program
DHA-AI
DHAPI 6000.03 Life Support Training Certification Requirements and Guidance
DHAPI 6010.02 MHS Prescription Drug Monitoring Program
DHAPI 6015.02 Beneficiary Counseling and Assistance Coordinator (BCAC) and Debt Collection Assistance Officer (DCAO)
DHAPI 6025.04 Pain Management and Opioid Safety in the MHS
DHAPI 6025.06 Standardized Templates for Primary Care Clinical Encounter Documentation
DHAPI 6025.10 Standard Processes, Guidelines, and Responsibilities of the DoD Patient Bill of Rights and Responsibilities in the Military Health System (MHS) Military Medical Treatment Facilities (MTFs)
DHAPI 6025.20 Medical Management (MM) Program within the Military Health System (MHS)
DHAPI 6025.26 Standard Processes for the Military Health System (MHS) Nurse Advice Line (NAL)
DHAPI 6025.27 Integration of Primary Care Behavioral Health (PCBH) Services into Patient-Centered Medical Home (PCMH) and Other Primary Care Service Settings within the Military Health System (MHS)
DHAPI 6025.28 Standard Processes and Procedures for Communication of Laboratory and Radiology Results
DHAPI 6025.29 Provision of Human Immunodeficiency Virus (HIV) Pre-Exposure Prophylaxis (PrEP) for Persons at High Risk of Acquiring HIV Infection
DHAPI 6025.33 Acupuncture Practice in Military Treatment Facilities
DHAPI 6025.39 Medical Ethics in the Military Health System
DHAPI 6025.42 Routine Adult Transthoracic Echocardiogram (TTE) Standards for all Military Medical Treatment Facilities (MTFs)
DHAPI 6040.07 Medical Coding of the DOD Health Record
DHAPI 6401.01 Dental Sedation Medical Management
DHAPI 6490.02 Behavioral Health (BH) Treatment and Outcomes Monitoring
DHAPM 6025.01 Primary Care Behavioral Health (PCBH) Standards

DHAPM 6025.13, Volumes 1-7 Clinical Quality Management in the Military Health System

www.health.mil/Reference-Center/DHA-publications

Department of Defense (DoD):

DoD 5200.1-R Information Security Program
DoD 5200.2 Personnel Security Program
DoDI 5200.46 DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card
DoD 5210.42-R Nuclear Weapons Personnel Reliability Program (PRP) Regulation
DoD 5400.7-R DoD Freedom of Information Act
DoD 5400.11-R Department of Defense Privacy Program
DoD 6010.13-M Medical Expense and Performance reporting System for Fixed Military Medical And Dental Treatment Facilities Manual
DoD 6010.15-M Military Treatment Facility Uniform Business Office (UBO) Manual
DoD 6015.1-M Glossary of Healthcare Terminology
DoD 6025.18-R DoD Health Information Privacy Regulation
DoD 6055.5-M Occupational Medical Examinations and Surveillance Manual
DoD 8580.02-R HIPAA Security Rule
DoDD 5144.02 Information Technology Standards in the DoD
DoDD 5205.2 DoD Operations Security (OPSEC) Program
DoDD 5400.11 DoD Privacy Program
DoDD 5500.07 Standards of Conduct
DoDD 6000.14 Patient Bill of Rights and Responsibilities in the Military Health System (MHS)
DODM 6025.13 Medical Quality Assurance (MQA) in the Military Health System (MHS)
DoDD 6040.41 Medical Records Retention and Coding at Military Treatment Facilities
DoDD 6205.02E Policy and Program for Immunizations to Protect the Health of Service Members and Military Beneficiaries
DoDD 8190.3 Smart Card Technology
DoDD 8500.01E Information Assurance
DoDI 1100.22 Policy and Procedures for Determining Workforce Mix
DoDI 1402.5 Criminal History Background Checks on Individuals in Child Care Services
DoDI 3020.37 Continuation of Essential DoD Contractor Services During a Crises
DoDI 5200.02 DoD Personnel Security Program (PSP)
DoDI 6000.11 Patient Movement
DoDI 6015.23 Delivery of Healthcare at Military Treatment Facilities: Foreign Service Care; Third Party Collection; Beneficiary Counseling and Assistance Coordinators (BCACs)
DoDI 6025.8 Ambulatory Procedure Visit (APV)
DoDI 6025.13 Medical Quality Assurance (MQA) and Clinical Quality Management in the Military Health System
DoDM 6025.13 Medical Quality Assurance (MQA) and Clinical Quality Management in the Military Health System (MHS)
DoDI 6025.18 Privacy of Individual Identifiable Health Information in DoD Health Care Programs
DoDI 6040.40 Military Health System Data Quality Management Control Procedures
DoDI 6040.42 Medical Encounter and Coding at Military Treatment Facilities
DoDI 6040.43 Custody and Control of Outpatient Medical Records
DoDI 6205.2 Immunization Requirements
DoDD 6459.01 Sexual Assault and Response (SAPR) Program

7.0. ACRONYMS AND DEFINITIONS.

AHLTA Armed Forces Longitudinal Technology Application
AQL Acceptable Quality Level
BAA Business Associate Agreement
BLS Basic Life Support
CAC Common Access Card
CAF Central Adjudication Facility
CDC Centers for Disease Control
CE Continuing Education
CFR Code of Federal Regulations
CHBC Criminal History Background Check
CHCS Composite Health Care System
CLIN Contract Line Item Number
CNACI Child Care National Agency Check with Inquiries
COR Contracting Officer Representative
CPARS Contractor Performance Assessment Reporting System
DEA Drug Enforcement Administration
DFARS Defense Federal Acquisition Regulation Supplement
DHA Defense Health Agency
DMHRSi Defense Medical Human Resources System - internet
DoD Department of Defense
DoDD Department of Defense Directive
DoDI Department of Defense Instruction
DTF Dental Treatment Facility
e-QIP Electronic Questionnaires for Investigations Processing
ERP Enterprise Resource Planning
FAR Federal Acquisition Regulation
FIPS PUB Federal Information Processing Standards Publication
FTE Full-Time Equivalent
FTR Federal Travel Regulation
HIPAA Health Insurance Portability and Accountability Act of 1996
HSPD Homeland Security Presidential Directive
IA Information Assurance
IAW In Accordance With
JTR Joint Travel Regulation
KO Contracting Officer

KPP Key Performance Parameter
MAC Multiple Award Contract
MHS Military Health System
MTF Military or Medical Treatment Facility
NACI National Agency Check with Written Inquiries
NAICS North American Industry Classification System
NoPP Notice of Privacy Practices
PHI Protected Health Information
PII Personally Identifiable Information
PKO Procuring Contracting Officer
PMO Program Management Office
PRS Performance Requirements Summary
PSC Product Service Code
PWS Performance Work Statement
QA Quality Assurance
QASP Quality Assurance Surveillance Plan
QCP Quality Control Plan
WAWF Wide Area Work Flow

END OF PERFORMANCE WORK STATEMENT

Requirements
Phlebotomist Services for the 51st Medical Group, Osan Air Base, Korea
0001

Product Service Code: Q515

Option Line Item
1001

Product Service Code: Q515

Option Line Item
2001

Product Service Code: Q515

Option Line Item
3001

Product Service Code: Q515

Option Line Item
4001

Product Service Code: Q515

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Acceptance Location Acceptance Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 1001	Acceptance Location Acceptance Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 2001	Acceptance Location Acceptance Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 3001	Acceptance Location Acceptance Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 4001	Acceptance Location Acceptance Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM

	CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 20 Sep 2026 To 19 Sep 2027	1,912 Hours	Place of Performance DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 1001	Period of Performance From 20 Sep 2027 To 19 Sep 2028	1,912 Hours	Place of Performance DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 2001	Period of Performance From 20 Sep 2028 To 19 Sep 2029	1,912 Hours	Place of Performance DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 3001	Period of Performance From 20 Sep 2029 To 19 Sep 2030	1,912 Hours	Place of Performance DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF
Option Line Item 4001	Period of Performance From 20 Sep 2030	1,912 Hours	Place of Performance DoDAAC: HT1087 CountryCode: KOR 51ST MDSS SGSM - MM CP 011 82 505 784 2536, OSAN AB BLDG 777 SINJANG DONG PYONG TAEK 17759 KOREA, REPUBLIC OF

	To 19 Sep 2031		

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

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

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

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

Invoice 2in1

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

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

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

(v) For commercial 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.

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0671
Issue By DoDAAC	HT9410
Admin DoDAAC	HT9410
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	HT1087
Service Acceptor (DoDAAC)	HT1087
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

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

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

(g) *WAWF point of contact.*

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

INSPECTOR/ACCEPTOR: Mr. Wan Sok Yang; wansok.yang.ln@health.mil and/or Individual with approved COR appointment and/or Individual with WAC approved certification, when applicable. CONTRACT ADMINISTRATOR/SPECIALIST: Tina Koike, tina.w.koike.civ@health.mil CONTRACTING OFFICER: SEE BLOCK 31b ON SF1449

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

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.225-14	Inconsistency between English Version and Translation of Contract.	Feb 2000		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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		
252.204-7003	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. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	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		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.239-7001	Information Assurance Contractor Training and Certification.	Jan 2008		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.217-8 Option to Extend Services. (Nov 1999)

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 30 calendar days before the contract expires.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

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

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

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

(End of clause)

52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038) (Alternate I) (Feb 2026) Alternate I (Feb 2026)

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 22.1703-2(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	**Document may be obtained from:**	**Applies to performance in/at:**
USFK Reg 190-2 Policy (21 Feb 2012)	http://www.usfk.mil/Resources/Off-Limits/	Republic of Korea
Off Limits Maps	http://www.usfk.mil/Portals/105/Documents/OffLimits/Off-Limits%20List%20and%20Maps%201%20October%202015.pdf	Republic of Korea

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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):

https://www.acquisition.gov/browse/index/far

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition*. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from he appropriate Antiterrorism/Force Protection Office at the Command Headquarters*(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view))*.

(End of clause)

252.229-7001 Tax Relief. **(Apr 2020)**

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: ____*(Offeror insert)*	RATE (PERCENTAGE): ____*(Offeror insert)*

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

List of Attachments

ADDENDUM TO 52.212-4

(w) UNILATERAL MODIFICATIONS

In addition to 52.212-4(c), the Government may make unilateral modifications considered administrative in nature. These include, but are not limited to, changes in the accounting and appropriation data, payment and issuing office addresses, and other corrections that have no effect on the terms and conditions of the contract.

(x) The non-FAR Part 12 discretionary FAR and DFARS clauses included herein are incorporated into this contract either by reference or in full text. If incorporated by reference, see clause 52.252-2 for locations where full text can be obtained.

(End of Addendum)

ADDITIONAL INSTRUCTIONS & INFORMATION

A. EXCLUSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAMS (OCTOBER 2015)

1. The Contractor shall not employ or contract with any individual or entity (hereinafter collectively referred to as "person") to provide items or services that will be included in invoices submitted to the Government under this contract if such person is listed on the Department of Health and Human Services (HHS) Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List. The Government is legally prohibited from paying for provision of items or services by such persons. The prohibition extends to services beyond direct patient care, such as services of persons in executive or leadership roles and administrative and management services, whether or not such services are billed separately. The LEIE may be found at http://oig.hhs.gov/fraud/exclusions.asp, and the TRICARE Sanctioned Provider list at http://www.health.mil/Military-Health-Topics/Access-Cost-Quality-and-Safety/Quality-And-Safety-of-Healthcare/Program-Integrity/Sanctioned-Providers. The LEIE and TRICARE Sanctioned Provider List are hereinafter collectively referred to as "the Lists."

2. Prior to start of contract performance, the Contractor shall (a) query the Lists to determine whether the name of any person the Contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the Contracting Officer that the Contractor has queried the Lists and no such names appear on either of the Lists.

3. During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter "new persons") providing services or items under the contract, the Contractor shall (a) query the Lists as in paragraph 2, and (b) certify to the Contracting Officer that the names of such new persons do not appear on either of the Lists.

4. The Contractor is advised that during performance of the contract, MTF personnel will perform a recurrent recheck of the names of contractor personnel working in the MTF against the Lists, as specified in OTSG/MEDCOM Policy Memo 15-037. The Government will notify the Contractor in the event any contractor personnel working in the MTF appear on either of the Lists.

5. Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the Contractor shall (a) in cases where the Contractor identified the person, notify the Contracting Officer, and (b) promptly remove that person from the contract.

6. Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.

7. The Contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMP] (codified at 42 USC (S) 1320a-7a):

a. There are steep civil monetary penalties associated with billing the Government for providing items or services by a person on either of the Lists, and with failing to return to the Government any overpayments received for provision of such items or services.

b. Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person.

8. HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMP. The Special Advisory Bulletin may be found at http://oig.hhs.gov/exclusions/files/sab-05092013.pdf.

B. PERSONALLY IDENTIFIABLE INFORMATION, PROTECTED HEALTH INFORMATION, AND FEDERAL INFORMATION REQUIREMENTS (REVISED 10/27/2020)

1. General Requirements Overview - Personally Identifiable Information (PII), Protected Health Information (PHI) and Federal Information Laws

This Section addresses the Contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance Portability and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and Department of Defense (DoD) issuances. In general, the Contractor shall comply with the specific requirements set forth in this Section and elsewhere in this Contract. The Contractor shall also comply with requirements relating to records management as described herein.

This Contract incorporates by reference the federal regulations and DoD issuances referred to in this Section. If any authority is amended or replaced, the changed requirement is effective when it is incorporated under contract change procedures. Where a federal regulation and any DoD issuance govern the same subject matter, the Contractor shall first follow the more specific DoD implementation unless the DoD issuance does not address or is unclear on that matter. DoD issuances are available at http://www.dtic.mil/whs/directives.

For purposes of this Section, the following definitions apply.

DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDI 5400.11, DoD Privacy and Civil Liberties Programs, January 29, 2019 and DoDI 5400.11-R, Department of Defense Privacy Program, May 14, 2007.

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 Code of Federal Regulations (CFR) Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-E (Enforcement), as amended. Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this Section and are not included in the term HIPAA Rules.

DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoDM 6025.18, "Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs," March 13, 2019, DoDI 6025.18, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs, March 13, 2019, and DoDI 8580.02, Security of Individually Identifiable Health Information in DoD Health Care Programs, August. 12, 2015.

Defense Health Agency (DHA) Privacy Office is the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Chief is the HIPAA Privacy and Security Officer for DHA.

2. Records Management

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 United States Code (U.S.C.) Chapters 21, 29, 31, 33 and 35, and by 36 CFR, Chapter XII, Subchapter B - Records Management. The Contractor shall also comply with DoD Administrative Instruction No. 15 (DoD AI-15), "OSD Records and Information Management Program" (May 3, 2013) and Records Management requirements outlined in the current TRICARE Operations Manual (TOM).

3. Freedom of Information Act (FOIA)

The Contractor shall comply with the following procedures if it receives a FOIA request and immediately contact the DHA FOIA Officer for evaluation/action:

The Contractor shall inform beneficiaries that DHA FOIA procedures require a written request preferably sent via the National FOIA Portal at: www.FOIA.gov. However, requesters may also submit requests via email at DHA.FOIA@mail.mil; or via postal delivery addressed to the DHA Freedom of Information Service Center, 7700 Arlington Boulevard, Suite 5101, Falls Church, Virginia 22042-5101. All FOIA requests shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. Contract and/or Modification numbers must be included in all FOIA requests seeking DHA procurement records. Although the administrative time limit to grant or deny a request (ten working days after receipt) does not begin until the request is received by DHA, the Contractor shall act as quickly as possible and respond to DHA within ten working days.

In response to requests received by the Contractor for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of DHA records and, specifically, all requests that reference FOIA shall be immediately forwarded to DHA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves in accordance with directions from the DHA Freedom of Information Service Center. If such a requestor specifically makes the request under the Privacy Act or does not make clear whether the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow paragraph 8.1.6, relating to individual rights of access to PHI.

4. Systems of Records

In order to meet the requirements of the Privacy Act and the DoD Privacy Act Issuances, the Contractor shall identify to the DHA Contracting Officer (CO) systems of records that are or will be maintained or operated for DHA where records of PII collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the CO, and prior to the lawful operation of such systems, the Contractor shall coordinate with the DHA Privacy Office to complete systems of records notices (SORNs) for submission and publication in the Federal Register as coordinated by the Defense Privacy, Civil Liberties, and Transparency Division, and as required by the DoD Privacy Act Issuances.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), the Contractor shall also comply with the additional systems of records and SORN guidance, in coordination with the DHA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by the DoD Privacy Act Issuances, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, OMB Circular A-130, and Privacy Act of 1974 requirements applicable to contractors operating systems of records on behalf of federal agencies. The Contractor shall promptly advise the DHA Privacy Office of changes in systems of records or their use that may require a change in the SORN.

5. Privacy Impact Assessment (PIA)

If DHA data is stored on a Contractor owned system, a PIA is required from the Contractor.

6. Data Sharing Agreement (DSA)

6.1. (Applies if contract requirements involve the use of DHA data (including PII/PHI, a limited data set, or de-identified data))

The Contractor shall consult with the DHA Privacy Office to determine if the Contractor must obtain a DSA or Data Use Agreement (DUA), when DHA data will be accessed, used, disclosed or stored, to perform the requirements of this Contract.

The Contractor shall comply with the permitted uses established in a DSA/DUA to prevent the unauthorized use and/or disclosure of any PII/PHI, in accordance with the HIPAA Rules and DoD HIPAA Issuances. Likewise, the Contractor shall comply with the DoD Privacy Act Issuances.

Prior to using any data involving PHI for research purposes, as defined by HIPAA, the Contractor must gain approval from the DHA Privacy Board. Thus, the Contractor shall comply with DHA Privacy Board requests for additional documentation.

To begin the DSA request process, the Contractor shall submit a DSA Application (DSAA) to the DHA Privacy Office. Upon approval, the requestor shall enter into one of the following agreements, depending on the data involved:

DSA for De-Identified Data
DSA for PHI
DSA for PII Without PHI
DUA for Limited Data Set

DSAs executed for contract support will expire after 1 year or at the end of the contract option year, whichever comes first. If the contractual use of DHA data will continue after the DSA expiration date, the Contractor shall submit a DSA Renewal Request template to the Privacy Office; however, if the DSA will not be renewed, the Contractor shall close the DSA by providing a Certificate of Data Disposition (CDD) to the DHA Privacy Office.

6.2. (Applies if contract requirements may include human subject research)

This Contract incorporates by reference the Protection of Human Subject Research clause in the Defense Federal Acquisition Regulation Supplement (DFARS) at 48 CFR 252.235-7004. A separate DFARS provision, 48 CFR 235.072(e), requires that the clause be incorporated in contracts that include or may include research

involving human subjects in accordance with 32 CFR 219, DoDI 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b), the clause applies to solicitations and contracts awarded by any DoD component, regardless of mission or funding Program Element Code. Thus, in the event a contractor participates in a study or demonstration project or other activity that involves human subject research, then the contractor shall comply with Protection of Human Subject Research clause. COs may not determine whether an activity is exempt from human subject research requirements. If contractor activity appears to involve human subject research, then the contractor shall consult the DHA Privacy Office, which may contact the Research Regulatory Oversight Office in the Office of the Under Secretary of Defense for Personnel and Readiness
(OUSD(P&R)).

7. Privacy Act and HIPAA Training

The Contractor shall ensure that its entire staff, including subcontractors and consultants that perform work on this Contract receive training on the Privacy Act, HIPAA, and the federal regulations on confidentiality of substance use disorder patient records, 42 CFR Part 2. Refer to FAR 52.224-3 regarding specific requirements for Privacy Training appropriate to the Contractor's scope of involvement with DHA's PHI and its regulatory responsibilities as either a Covered Entity, or Business Associate.

The Contractor shall ensure all employees and subcontractors supply a certificate of all training completion to the Contracting Officer's Representative (COR) within 30 days of being assigned and on an annual basis based on the trainee's birth month thereafter.

8. HIPAA Business Associate Provisions

8.1. Business Associate - General Provisions

The Contractor meets the definition of Business Associate, and DHA meets the definition of a covered entity under the HIPAA Rules and the DoD HIPAA Issuances. Therefore, a Business Associate Agreement (BAA) between the Contractor and DHA is required to comply with the HIPAA Rules and the DoD HIPAA Issuances. The contractor shall use the DoD BAA, which shall be used by all organizational entities within the DoD, referred to collectively as the "DoD Components", located at, https://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Privacy-Contract-Language/HIPAA-Compliant-Business-Associate-Agreement-for-the-MHS. b.i. and (3)b.ii

9. Breach Response

[This paragraph 9 is inoperative, and all references herein to "paragraph 9" shall be deemed to refer to the TOM breach responses provisions, if the contract incorporates the TOM by reference]

9.1. Definitions Related to Breach response

9.1.2 Breach means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII; or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The foregoing definition is based on the definition of breach in DoDM 6025.18. Breaches are classified as either possible or confirmed (see the following two definitions) and as either cyber or non-cyber (i.e., involving either electronic PII/PHI or
paper/oral PII/PHI).

9.1.3 A possible breach is an incident where the possibility of unauthorized access is suspected (or should be suspected) and has not been ruled out. For example, if a laptop containing PII/PHI is lost, and the contractor does not initially know whether or not the PII/PHI was encrypted, then the incident must initially be classified as a possible breach, because it is impossible to rule out the possibility of unauthorized access to the PII/PHI. In contrast, that possibility can be ruled out immediately, and a possible breach has not occurred, when misdirected postal mail is returned unopened in its original packaging. However, if the intended recipient informs the contractor that an expected package has not been received, then a possible breach exists until and unless the unopened package is returned to the contractor. In determining whether unauthorized access should be suspected, the contractor shall consider at least the following factors:

How the event was discovered;
Did the information stay within the covered entity's control;
Was the information actually accessed/viewed; and
Ability to ensure containment (e.g., recovered, destroyed, or deleted).

9.1.4. A confirmed breach is an incident in which it is known that unauthorized access could occur. For example, if a laptop containing PII/PHI is lost and the contractor knows that the PII/PHI is unencrypted, then the contractor should classify and report the incident as a confirmed breach, because unauthorized access could occur due to the lack of encryption (the contractor knows this even without knowing whether or not unauthorized access to the PII/PHI has actually occurred). If the laptop is subsequently recovered and forensic investigation reveals that files containing PII/PHI were never accessed, then the possibility of unauthorized access can be ruled out, and the contractor should re-classify the incident as a non-breach incident.

9.1.5. A HHS breach is an incident that satisfies the definition of breach in Section 164.402 of the HIPAA Breach Rule. The text of the HHS definition states:

Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of this part [i.e. the HIPAA Privacy Rule] which compromises the security or privacy of the PHI.

HHS breach excludes:

Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a DoD covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule.

Any inadvertent disclosure by a person who is authorized to access PHI at a DoD covered entity or business associate to another person authorized to access PHI at the same DoD covered entity or business associate, or organized health care arrangement in which the DoD covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted the HIPAA Privacy Rule.

A disclosure of PHI where a DoD covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Except as provided in this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under this issuance is presumed to be a breach unless the DoD covered entity or business associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

The unauthorized person who used the PHI or to whom the disclosure was made;

Whether the PHI was actually acquired or viewed; and

The extent to which the risk to the PHI has been mitigated.

9.1.6. A cybersecurity incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices, with respect to electronic PII/PHI. A cybersecurity incident may or may not involve a breach of PII/PHI. For example, a malware infection would be a possible breach if it could cause unauthorized access to PII/PHI. However, if the malware only affects data integrity or availability (not confidentiality), then a non-breach cybersecurity incident has occurred.

9.2. General

9.2.1 The breach response requirements shall be followed for all unauthorized use or disclosure of information regardless of whether the information is PHI or solely PII.

9.2.2 Because DoD defines "breach" to include possible (suspected), as well as actual (confirmed) breaches, the Contractor shall implement these breach response requirements immediately upon the Contractor's discovery of a possible breach. These procedures focus on the first two steps (breach identification and reporting) of a comprehensive breach response program, but also require addressing the remaining steps: containment, mitigation (which includes individual notification), eradication, recovery, and follow-up.

9.2.3 The contractor shall establish internal processes for carrying out the procedures set forth below. These processes shall assign responsibility for investigating, classifying, reporting and otherwise responding to breaches and cybersecurity incidents. The contractor should consult with the DHA Privacy Office where guidance is needed, such as when the contractor is uncertain whether a discovered breach is the contractor's responsibility (e.g., if the contractor discovers a breach not caused by the contractor), or how the contractor is to classify an incident (breach vs. non-breach, confirmed vs. possible, cyber vs. non-cyber). Under no circumstances will a contractor delay reporting a confirmed or possible breach to the DHA Privacy Office beyond the 24-hour deadline. In conjunction with its initial investigation, the contractor shall immediately take steps to minimize any impact from the occurrence, proceed with further investigation of any relevant details (such as root causes, vulnerabilities exploited), and initiate further breach response steps.

9.2.4 In the event of a cybersecurity incident not involving a PII/PHI breach, the contractor shall follow applicable DoD cybersecurity and NIST requirements, which include United States- Computer Emergency Readiness Team (US-CERT) reporting (see paragraph 9.3). If at any point a contractor finds that a cybersecurity incident involves a PII/PHI breach (possible or confirmed), the contractor shall immediately initiate the reporting procedures set forth below. The contractor shall also continue to follow any required cybersecurity incident response procedures and other applicable DoD cybersecurity requirements.

9.2.5 Contractors shall require subcontractors who discover a possible breach or cybersecurity incident to initiate the incident response requirements herein by reporting the incident to the contractor immediately after discovery. The time of that report to the contractor shall trigger the contractor's DHA Privacy Office reporting deadline (24 hours) under paragraph 9.3.2. If a cybersecurity incident is involved, the contractor's deadline for US-CERT reporting (1 hour) runs from the time the incident is confirmed. The contractor shall require the subcontractor to cooperate as necessary to meet these deadlines, maintain records, and otherwise enable the contractor to complete the breach response requirements herein. Alternatively, the contractor and subcontractor may agree that the subcontractor shall report directly to US-CERT and the DHA Privacy Office, and that the subcontractor shall be responsible for completing the response process, provided that such agreement requires the subcontractor to inform the contractor of the incident and the subsequent response actions.

9.2.6 Contractors shall maintain records of all breach and cybersecurity incident investigations, regardless of the outcome. Investigations identifying unauthorized disclosures must be logged for HIPAA and Privacy Act disclosure accounting purposes, whether or not individual notification is required under the HIPAA Breach Rule.

9.2.7 Contractors, when acting as HIPAA-covered entities, and not as business associates, are not subject to the breach response requirements herein. However, such contractors are subject to both the HIPAA Breach Rule (applicable to them in their capacity as covered entities) and DoD cybersecurity requirements (applicable to them in their capacity as DoD contractors).

9.3. Reporting Provisions

9.3.1 Immediately upon discovery of a possible or confirmed breach or cybersecurity incident, the contractor shall initiate an investigation. If the incident involves electronic PII/PHI, and if the investigation finds a confirmed breach or cybersecurity incident, the contractor shall report it, within 1 hour of confirmation, to the US-CERT Incident Reporting System at https://forms.us-cert.gov/report/, as required by the Department of Homeland Security (DHS).

Note: DHS no longer requires US-CERT reporting of non-cyber breaches or unconfirmed electronic breaches. However, DHS permits US-CERT reporting of unconfirmed cyber-related incidents on a voluntary basis. Thus, if a contractor is uncertain whether a possible cyber-related incident should be treated as confirmed and thus reportable, the contractor may voluntarily report the incident.

Before submission to US-CERT, the contractor shall save a copy of the on-line report. After submitting the report, the contractor shall record the US-CERT incident reporting number, which shall be included in the initial report to the DHA Privacy Office as described in paragraph 9.3.2.

Note: Regardless of whether or not an incident is confirmed as a breach, the contractor must also investigate whether or not the incident impacts data integrity or availability of PII/PHI. If such impact is confirmed, then the incident is reportable to US-CERT as a cybersecurity incident. For guidance on investigating the impact on data integrity and availability, refer to DoD cybersecurity and NIST guidance.

The contractor shall provide any updates to the initial US-CERT report by email to soc@us-cert.gov, with the Reporting Number in the subject line. The contractor shall provide a copy of the initial or updated US-CERT report to the DHA Privacy Office if requested. Contractor questions about US-CERT reporting shall be directed to the DHA Privacy Office, not the US-CERT office.

9.3.2 In addition to US-CERT reporting, the contractor shall report to the DHA Privacy Office by submitting the form specified below within 24 hours of discovery of a breach (possible or confirmed), unless the breach falls within a category that the Privacy Office has determined to be not reportable. This 24-hour period runs from the time of discovery, unlike the 1 hour US- CERT reporting period, which runs from the time a cybersecurity incident is confirmed. Thus, depending on the time period needed to confirm, the report to the DHA Privacy Office may be due either before or after the US-CERT report.

The breach report form required within the 24-hour deadline shall be sent by e-mail to:
DHA.PrivacyOfficer@mail.mil. The contractor shall also e-mail the report to the CO, the COR and its usual point of contact at the applicable Program Office. Encryption is not required, because reports and notices shall not contain PII/PHI. If electronic mail is not available, telephone notification is also acceptable (at 703-275-6363), but all notifications and reports delivered telephonically must be confirmed in writing as soon as technically feasible.

Contractors shall prepare the breach reports required within the 24-hour deadline by completing the Breach Reporting Department of Defense Form DD 2959 (Breach of PII Report), available at https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2959.pdf. For non-cyber incidents without a US-CERT number,

the contractor shall assign an internal tracking number and include that number in Box 1.e of the DD Form 2959. The contractor shall coordinate with the DHA Privacy Office for subsequent action, such as beneficiary notification, and mitigation. The contractor must promptly update the DD Form 2959 as new information becomes available.

When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Contractor shall submit a revised form or forms promptly after the new information becomes available, stating the updated status and previous report date(s) and showing any revisions or additions in red text. The Contractor shall provide updates to the same parties as required for the initial Breach Report Form.

9.4 Individual Notification Provisions

9.4.1 If the DHA Privacy Office determines that individual notification is required, the Contractor shall provide written notification to beneficiaries affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities and addresses of the beneficiaries are ascertained. The 10 day period begins when the Contractor is able to determine the identities (including addresses) of the beneficiaries whose records were impacted. If notification cannot be accomplished within 10 working days, the contractor shall notify the DHA Privacy Office.

9.4.2. The Contractor's proposed notification to be issued to the affected beneficiaries shall be submitted to the DHA Privacy Office for approval. The notification to beneficiaries shall include, at a minimum, the following:

Specific data elements,
Basic facts and circumstances,
Recommended precautions the beneficiary can take,
Federal Trade Commission (FTC) identity theft hotline information, and
Any mitigation support services offered, such as credit monitoring.

Contractors 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., "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach.

If media notice is required, the contractor will submit a proposed notice and suggested media outlets for the DHA Privacy Office review and approval (which will include coordination with the DHA Communications Division).

9.5 In the event the Contractor is uncertain on how to apply the above requirements, the Contractor shall consult with the CO, who will consult with the Privacy Office as appropriate when determinations on applying the above requirements are needed.

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

C. TOBACCO FREE MEDICAL CAMPUS (TFMC)

Contractors are advised that the Commander has placed restrictions on the smoking of tobacco products in and around facilities. AFI 40-102, Tobacco Use in the Air Force, and its supplements, outline the procedures used by the commander to control smoking in our facilities. As of now, the medical treatment facility is a smoke free campus. Contract personnel and visitors are subject to the same restrictions as government personnel. Smoking is not permitted anywhere on the medical campus.

Supplement to the PWS

(A) For reporting purposes, FAR Clause 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards, the Treasury Account Symbol (TAS) is 97 0130.

(B) HEALTH REQUIREMENTS FOR CONTRACT EMPLOYEES AT 51 MEDICAL GROUP (MDG)

In accordance with Integrated Health Organization Policy #18-59, the 51st MDG COR will ensure that all their contract employees report to Occupational Health Services (OHS) for pre-placement evaluation, annual medical exam, and termination evaluation. The COR will send a list of current contract employees to OHS quarterly.

(C) NATIONAL AGENCY CHECK and INQUIRIES (NACI)

The contractor shall submit the NACI to the US Office of Personnel Management. Applications will include the appropriate items: NACI: SF-85 (Non-Sensitive Position) or SF-85P (Application for Public Trust Position); one set of SF-87(Civilian)/FD-258 (Contractor, Fingerprint Card) and the Optional Form OF-306 (Declaration for Federal Employment) unless otherwise prohibited by their contracting command.
Optional Form (OF) 306 "Declaration for Federal Employment"

The OF 306 form is utilized to collect information during the hiring process to determine an individual's acceptability for Federal employment and Federal contract employment. The OF 306 must accompany each request for investigation submitted on an SF 85 or SF 85P when the individual to be investigated is a new Federal civilian employee or applicant for Federal employment. The individual and agency should carefully review the OF 306 information and any attached sheets. If additional space is needed the individual may provide material on additional sheets. Any amendments to the OF 306 will require the individual being investigated to initial and date the amendments. Investigations on contractor personnel requested on the SF 85 and SF 85P require the applicant to answer specific questions found on the OF 306: 1, 8, 9, 10, 11, 12, 13, 16 and 17a. To provide the additional information to OPM, the OF306 maybe be used or the specific questions and answers maybe provided on an attachment.

Upon arrival OCONUS to 51 MDG, when in processing the PTMS Security section, they will be required to initiate a local records check in conjunction with a copy of the contractor applicants NACI verification. Any person utilized under the contract that is placed in a Non-(critical) Sensitive position and/or HSPD-12 Credential with proof of an initial favorable NACI completion, and subsequently receives an unfavorable NACI and/or determined disloyal, untrustworthy or unreliable through the Joint Personnel Adjudication System (JPAS) or 51 MDG Commanders discretion, shall be removed from employment by the contractor.

Information Technology III /Non-sensitive Positions.

All personnel utilized under a contract will be placed in positions designated as Information Technology III (users), Non-sensitive positions designated by the Commander, 51 MDG.

Security Investigation for Personnel.

All personnel under a contract shall have a favorable NACI initiate within 90 calendar days prior to arrival in country (South Korea). Requests for NACIs shall be processed per AR 380-67 on SF-85, Questionnaire for Public Trust Positions by the directives of the specific contracting company and/or sub-contracting security administrator located (CONUS) geographically within the individual contractors submission area of responsibility. The Contractor is also required to have all applicants' present proof of citizenship for a NACI. The contractor will provide verification of FAVORABLE completion of the appropriate NACI background investigation, on company letterhead, to the 51 MDG Security Office.

Waiver of Favorable Completion of NACI

In an emergency, a Non-critical Sensitive position may be occupied pending the completion of the NACI if the Commander, 51 MDG finds that the delay in appointment would be harmful to the national security and/or patient health care. Contract Personnel may be employed under the contract pending completion of the required National Agency Check and Inquiries (NACI) background checks and provided the activity uses line-of-sight supervision (LOSS) while minor children are in the care of that individual. The contractor provider shall be within-line-of-sight supervision of either military health care professionals, or an individual who has received an approved background check, or is in the presence of the child's parent or guardian. The Contractor company must initiate a separate waiver for each person in writing, through the Contracting Officer, requesting the Commander, 51 MDG, grant a waiver prior to the favorable result; either granting or denying the waiver. Waivers granted under this paragraph will expire 30 calendar days later if not renewed by the Contractor company and/or when the completed NACI is received by the contract company and forwarded to the 51 MDG Security Manager for review.

Security of Classified Items and Information.

There are no requirements for the issuance of security clearances for any of the Contractor's employees. The Contractor and its employees shall, in the course of their duties, come into contact with patients and staff of 51 MDG. The Contractor and its employees shall become familiar with and adhere to the provisions of the 51 MDG Security Management Program, OPSEC, THREATCON B measures, Freedom of information Act/Privacy Act and HIPAA. The Contractor shall keep in the strictest confidence any information obtained during the performance of work at project sites or furnished by the Government, such information being the sole property of the Government.

Prohibition against Privately-Owned AIS and software at 51 MDG.

The Contractor and all contract employees, is expressly prohibited from introducing or otherwise bringing any privately owned or contractor-owned, leased or rented AIS or software into or out of the 51 MDG work place.

Conforming to Army Regulations with regard to Information Assurance (IA).

The Contractor shall comply with all 51 MDG IA policies and the provisions of AFI 33-202, Information Assurance.

(D) CONTINGENCY CONDITIONS CLAUSE

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.- ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea Instruction (USFKI) 4901.01, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

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

"U.S. - ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFKI 4901.01).

"Responsible Officer" (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

"Theater of operations" means an area defined by the combatant commander for the conduct or support of specified operations.

"Uniform Code of Military Justice" means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur.
Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians--INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office--if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S-ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFKI4901.01).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced

during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFKI 4901.01) upon request. The plan shall--

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

(E) KOREA - LOCAL CLAUSES

(1) ALERTS, EXERCISES, OTHER SPECIAL OPERATIONS

During alerts, exercises, or special operations, the contractor may not be permitted in the work area. If the contractor is prohibited access to the job site one (1) day

or less per month, no adjustment in contract time shall be made. Adjustments shall be made in accordance with applicable clauses of the contract if the contractor is denied access more than one (1) day per month.

(2) REPUBLIC OF KOREA (ROK) HOLIDAYS

(a) ROK legal holidays are as follows:

(1) 1 January (New Year)
(2) Lunar New Year (31 December, 1 and 2 January on the Lunar Calendar)
(3) 1 March (Independence Movement Day)
(4) 1 May (Labor Day)
(5) 5 May (Children's Day)
(6) Buddha's Birthday (8 April on the Lunar calendar)
(7) 6 June (Memorial Day)
(8) 15 August (Liberation Day)
(9) 9 October (Hangul_ Korean Language) Day
(10) Chu-Suk (14, l5 and 16 August on the Lunar Calendar)
(11) 3 October (National Foundation Day)
(12) 25 December (Christmas Day)

TAX EXEMPTION INFORMATION

(3) TAX EXEMPTION, CUSTOMS, REPUBLIC OF KOREA

(a) EXEMPTION: This clause is in implementation of Article IX of the Status of Forces Agreement between the Republic of Korea and the United States of America granting contractors exemption from Republic of Korea customs duties and other such charges. At the time this contract is awarded, the Contractor shall certify to the Contracting Officer that all materials, supplies, and equipment to be imported for the contract have been proposed to the Government exclusive of customs duties and other such charges and; further, that the contract price includes no customs duty whatsoever. It shall indicate to the Contracting Officer the total amount of customs duties excluded from the contract price. The USFK Contracting Officer will verify the amount of customs duty that would otherwise be applicable to the contract and will issue USFK Form(s) 75 to the Contractor. The contractor will submit the original USFK Form 75 to the governing ROK Customs Office at the time of import declaration. The Chief of the Customs Office will review the USFK Form 75 and will exempt the Contractor from customs duties and other such charges. During the review process the customs office will post on the Contractor's Import Permit the anticipated submission date for a completed USFK Form 76, which will be prepared by the Contracting Officer and given to the contractor immediately after contract performance. The Contractor will submit the original USFK Form 76 to the governing ROK Customs Office no later than the date posted on the Import Permit. If the USFK Form 76 is not submitted by the anticipated date, the ROK Customs Office will immediately collect the customs duties and other such charges previously exempted.

(b) If for any reason the Contractor has paid customs duties on materials, supplies, or equipment prior to award of this contract and desires to use such materials, supplies, or equipment for performance of this contract, the Contractor must exclude such duties from the contract price and may obtain refund of such previously paid duties by submitting a completed USFK Form 76 to the governing ROK Customs Office.

(c) Refund: Any Contractor that requires refund of customs duties and other such charges on items used for USFK contracts, can claim refund of such charges by submitting a copy of a completed USFK Form 76 to the governing ROK Customs Office

(d) This entire clause is inapplicable to contracts, or any portions of contracts, funded by the Republic of Korea.

(4) TAX EXEMPTION, SPECIAL EXCISE TAX, REPUBLIC OF KOREA

This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States, granting Contractors exemption from Republic of Korea Special Excise Taxes. At the time this contract is awarded the Contractor shall indicate to the Contracting Officer which items that it will purchase for the contract are subject to Special Excise Tax. It shall indicate the name of the item, the number of units to be purchased, the cost per unit without tax, the percentage of tax, the tax amount per unit, the total tax, and the manufacturer of the item. The Contracting Officer will verify the reasonableness of the quantities claimed and ensure that the Contractor has certified that the contract price excludes Special Excise Tax on those items subject to the tax. The contractor shall purchase the special-excise-taxed items from the manufacturer, tax-inclusive. For construction and single-delivery type supply and service contracts, the contractor shall employ the following procedure: At the time it purchases the items it shall present the manufacturer with a notification letter requesting refund of the Special Excise Tax. (Copies of this letter can be obtained from the USACCK Contracting Officer.) The manufacturer will endorse the letter to the manufacturer's District Tax Office which will make refund to the manufacturer. The manufacturer will make subsequent refund to the Contractor. Requests for refund under requirements-type contracts will be submitted monthly and will be accompanied by copies of the USFK delivery orders issue

(5) TAX EXEMPTION, VALUE ADDED TAX, REPUBLIC OF KOREA

This clause implements Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, which exempts contractors from paying the Republic of Korea Value-Added Taxes. When the contractor submits an offer, it shall certify to the Contracting Officer that all the costs in the offer will be exclusive of any Value-Added Tax and; further, that the proposed contract price includes no Value-Added Tax. The contractor shall also indicate the amount and type of Value-Added Taxes excluded from the contract price. If supplies and/or services which the contractor purchases for this contract include Value-Added Taxes, it can obtain a full refund for the amount of the Value-Added Tax by submitting to the ROK District Tax Office tax invoices which the contractor receives when it purchases materials and/or services for this contract. The contractor must submit a copy of the USFK contract with its first tax invoice submission. Subsequent tax invoice submissions must be accompanied by a letter which references the USFK contract submitted with the first tax invoice submission.

TRANSPORTATION INFORMATION

(6) VEHICLES, CONTRACTOR

(a) Unless specifically stated elsewhere in the contract, the contractor shall provide all motor vehicles and any other transportation equipment required in the performance of this contract.

(b) The motor vehicles shall meet all of the requirements of this contract and shall be subject to inspection and approval by the COR. In the event a COR is not appointed, inspection and approval may be conducted by an individual authorized by the Contracting Officer.

(c) Vehicle Decal - The Contractor shall provide the Contracting Officer with a list of only those vehicles (by type and quantity) that are required in the actual performance of this contract on U.S. Government installations. Decals will only be issued for the geographic area(s) of the contract's performance. For example, a contractor performing only in Pusan will not receive a decal for Yongsan.

(d) The Contractor requiring decals for use of personal vehicles on military installations will be required to provide the Contracting Officer with a written rationale

substantiating why the vehicle is needed in connection with satisfactory performance of the contract.

(7) IDENTIFICATION OF CONTRACTOR'S EMPLOYEES

(a) All persons hired by the Contractor for performance under this contract requiring entry to a U.S. Government installation shall be processed through the Contracting Officer, or his representative, and approved for entry as required by: (1) for Contractors requiring entry onto an U.S. Army installation, AR 604-5, AR 606-15 and USFK Reg 190-7; and (2) for Contractors requiring entry onto an U.S. Air Force installation, AFR 125-37, AFR 205-32, and AFR 125-3. Additional requirements may be necessitated by local supplements to the above-mentioned regulations.

(b) In addition, the contractor shall ensure that each of its employees requiring entry possesses an identification badge or pass as may be required: (1) by the Provost Marshall for the area in which the contract work is to be performed, for entry onto U.S. Army installations; or (2) by the Pass and Registration Office (Security Police) for the applicable installations for entry onto the U.S. Air Force installations. Each employee shall be required to wear his badge upon his person at all times while on duty within a U.S. Government installation or at such times and places identification is required. In the event that Contractor's employment of anyone for performance of this contract terminates or is suspended, or that any contractor employee otherwise is removed from performance of this contract, Contractor shall recover from each such employee all identification items, including passes, that tend to associate the employee with this contract, and shall return to the Contracting Officer any such identification items and passes that the Government previously issued.

(c) In the event that services to be performed entail access to restricted areas, all Contractor personnel requiring such access shall be required to have a background investigation, DD Form 441. The Contractor will submit to the COR (or to the Contracting Officer if a COR is not appointed), within 5 calendar days after date of contract award, a list of it's employees who will require a background investigation in accordance with this provision.

(8) LIMITED APPLICABILITY

The following clauses are applicable only to employees recruited in the United States.

FAR 52.222-36 and 52.222-37

(9) SECURITY OF EMPLOYEES

(a) The Contractor agrees (1) to submit immediately to the Contracting Officer and/or 51 MDG Security Office a complete confidential report of any information which the Contractor may have concerning existing or threatened espionage, sabotage, or subversive activity; (2) to submit to the Contracting Officer, upon written request, any and all information which the Contractor may have concerning any of his employees engaged in any work at any plant, factory, or site at which work under this contract is being performed; and (3) to exclude from the plant, factory, site, or part thereof at which work under this contract is being performed any person or persons whom the Contracting Officer, in the interest of security, may designate in writing.

(b) In any case, should the continued employment of any such person furnished by the Contractor for work under this contract be determined by the Contracting Officer to be prejudicial to the security interests of the Government, that person shall be immediately removed or transferred from that particular work specified. The decision by the Contracting Officer that such person should not be employed on work being done under this contract will be final.

(c) The Contracting Officer shall consult with the Contractor before final action is taken. It is understood that the decision of the Contracting Officer pursuant to this clause applies only to work under the contract and does not otherwise relate to the employer-employee relationship between the Contractor and its workers. The cost of replacing any contractor employee under the provisions of this clause shall be at no additional cost to the Government.

(10) DEFENSE BASE ACT IMPLEMENTATION

(a) The following clause is applicable only to employees hired in, resident in, or citizens of the United States.

FAR 52.228-3

(b) The following clauses are not applicable with respect to employees hired in, resident in, or citizens of the United States.

FAR 52.228-4
DFARS 252.228-7000

(c) The portion of this contract providing for the Contractor, subcontractor(s), and subordinate contractor(s), if any, to afford to their employees protection against war hazard risks WITHOUT PURCHASING INSURANCE (to the extent that the clauses entitled "Reimbursement for War Hazard Losses," and "Workers' Compensation & War Hazard Insurance Overseas" apply) is on a cost-reimbursement, no-fee basis, to be paid only as reimbursement of contractor disbursements in settlement of actual claims by beneficiaries, notwithstanding the basis of the rest of the contract.

(d) War Hazard Compensation generally does not apply to employees who reside at or in the vicinity of the place of employment unless their residence there is solely by virtue of the exigencies of such employment. (42 U.S.C. 1701(d)).

(11) REPRESENTATIONS AND CERTIFICATIONS

(a) SUBCONTRACTING:

If the offeror contemplates subcontracting, it must obtain prior written approval of subcontractor from the PCO or ACO, and list below: (1) the names and addresses of the subcontractor(s), (2) the type of subcontracting, (3) the amount involved, and (4) the estimated price for each subcontract.

_____

(b) AFFILIATED OFFERORS:

(1) Business concerns are affiliates of each other when, either directly or indirectly, one concern controls or has the power to control the other, or a third party controls or has the power to control both.

(2) Each offeror shall furnish, below, the following information:

(i) Whether the offeror has any affiliates;

(ii) The names and addresses of all affiliates of the offeror; and

(iii) The names and addresses of all persons and concerns exercising control or ownership of the offeror and any or all of its affiliates, and whether they are

common officers, directors, stockholders holding controlling interest, or otherwise.

AFFILIATED CONCERNS. : (Name, location and, in detail, controlling interest in each)

_____

(c) PRINCIPAL OWNER(S) OR STOCKHOLDER(S):

Each offeror shall list below the name(s) and address(es) of the principal owner(s) or stockholder(s) of the company and percentage of ownership. If a major portion is publicly traded and/or otherwise widely distributed, state that, with the percentage so affected.
_____
_____
_____

(d) STANDARDS OF CONDUCT CERTIFICATION:

This is to certify that, to the best of my knowledge and belief, except as described below, no representative of this firm who deals with US Government employees on any aspect of this procurement is a former US Government employee, to include former US military personnel. I understand that this certification is continuing in nature and places a duty on me and my firm to notify the Contracting Officer of any additional individual(s) who fit the above description prior to the individual's assuming duties.

(i) Name _____
Former rank/grade _____
Last US Government position _____

(ii) Name _____
Former rank/grade _____
Last US Government position _____

(iii) Name _____
Former rank/grade _____
Last US Government position _____

Firm _____
Name _____
Signature _____

Title _____
Date of Execution _____

(e) TAXES:

(1) References:

(i) Contract clause entitled "FAR 52.229-06 Taxes--Foreign Fixed-Price Contracts (Jan 1991)."

(ii) US-ROK Status of Forces Agreement (SOFA), Articles IX and XVI.

(iii) ROK Customs Law, Law No. 1976, promulgated on 29 November 1967, as amended.

(iv) ROK Value Added Tax Law, Law No. 2934, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

(v) ROK Special Excise Tax Law, Law No. 2935, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

(2) Contractor shall state the types and estimated amount of taxes that would normally apply to such transactions but are excluded from this proposal.

(i) Customs Tax (except for ROK MND-funded contracts or delivery orders):

Name Number Cost/Unit
of Item of Units w/o Tax % of Tax Tax/Unit Tax Total
_____ _____ _____ _____ _____ _____

This item will be imported specifically for this contract? Yes _____ No _____

(ii) Special Excise Tax:

Name Number Cost/Unit
of Item of Units w/o Tax % of Tax Tax/Unit Tax Total
_____ _____ _____ _____ _____ _____

_____
Name of item manufacturer

(iii) Value Added Tax (VAT):

Input VAT on materials purchased for this contract. 10% _____
Input VAT on transportation leased/rented for this contract.10% _____
Input VAT on equipment leased/rented for this contract. 10% _____
Input VAT on services purchased for this contract. 10% _____
Output VAT on total contract amount. 10% _____

(iv) Education Tax.

(v) Special Excise (Petroleum) Tax

No. of U/P
Liters w/o Tax Tax/Unit Total Tax

Amount
Regular Gasoline _____ (L) _____ _____ _____
Premium Gasoline _____ (L) _____ _____ _____
Diesel _____ (L) _____ _____ _____
Other _____ (L) _____ _____ _____

(3) Name of the oil company from which POL products will be purchased:

Oil Company: _____ (Name only)

(End of Supplement)

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Sample Compensation Plan	Sample Compensation Plan		09 Jun 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation*. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUM TO 52.212-1
Replace Paragraph 52.212-1(b) with the following: INSTRUCTIONS FOR PREPARATION OF QUOTES:
Quoters shall submit signed and dated quotes to the office indicated in Block 9 of the Standard Form (SF) 1449, Solicitation/Contract/order for commercial Items, to arrive no later than the date and time specified in Block 8 of the SF 1449. The quoter shall have a title page identifying the quoter, the full address, phone/fax number, contacts (POCs) with email addresses, the solicitation number and its contents.

Acceptable Quote Submission:

Quotes shall be submitted via E-mail to: tina.w.koike.civ@health.mil

All submissions must clearly identify this notice and the name of the contract specialist on the first page or subject line. Submitters bear the burden of ensuring that the quote reached the designated contracting office on time and should allow reasonable time for transmission to be completed. Large e-mail files may not transmit properly so it is advised to send large attachments in several separate e-mails. All pages of the transmission and attachments must reach the office before the deadline specified. Any part of the quote that arrives after the specified deadline may not be considered. The submitter bears the risk of non-receipt of quotes and should confirm by telephone that the quote was received. The point of contact for this requirement is Tina Koike, 808-433-9516.

WRITTEN DOCUMENTATION. Quotes shall be prepared in separate volumes as follows:

VOLUME I - ADMINISTRATIVE
VOLUME II - TECHNICAL
VOLUME III - PRICE

The quoter shall submit 1 copy of its entire quote. The submission of an incomplete quote may render the quote unacceptable and will not be considered. (NOTE: quotes submitted through SAM. are unacceptable)

All quotes shall be submitted in English. Pricing shall be submitted in U.S. Dollars.

WRITTEN DOCUMENTATION, shall include the following:

VOLUME I - ADMINISTRATIVE

a. Request for Quotation. A copy of the Solicitation (SF 1449) with signatures of a corporate officer authorized to negotiate for the company. Include name of the company, phone, fax numbers, and email address(es).

b. Acknowledged and signed copies of amendment(s) if applicable. The number of copies required will be shown on the SF 30.

c. The quoter shall fill-in these clauses and provisions as appropriate: (E) Korea - Local Clauses, Paragraph (12) Reps & Certs (which is located in the Supplement to the PWS).

d. The quoter shall submit a statement which attests that the quoter and all subcontractors shall already have, OR confirm the ability to obtain the requisite business licenses directly from the ROK Government, and conduct business in accordance with all applicable ROK laws, including but not limited to, rules and policies regarding labor, taxation, and immigration. If an initial quote does not fully demonstrate this authorization and capacity, it will not be further considered for award.

e. The quoter shall provide points of contact for administration of the contract during the quoter's normal business hours and after normal business hours. The POC for other than normal business hours will be contacted only in the event of emergencies. Accordingly, the named individual(s) should possess sufficient corporate authority to effectively deal with emergency situations and the telephone number provided should be functioning at all times other than normal business hours. If there are different POCs for different conditions, such as weekdays, weekends, holidays, etc., please furnish and explain:

(1) Quoter's normal business hours/days:
(2) POC(s) during normal business hours:
(3) POC(s) for other than normal business hours:

VOLUME II - TECHNICAL

This part of the quote shall be addressed in sufficient written detail for the Government to determine if quoters understand this aspect of the Government's requirement. Quoters shall provide sufficient narrative and supporting data.

SUBFACTOR 1: TECHNICAL MERIT/QUALIFICATIONS (EDUCATION, LICENSURE / CERTIFICATION / REGISTRATION, EXPERIENCE) - Quoters must submit a curriculum vitae (CV) that demonstrates that the HCP meets all the requirements/qualifications stated in paragraphs 5.1.3.1 through 5.1.3.3.1 of the PWS.

SUBFACTOR 2: COMPENSATION PLAN

Compensation: Offerors shall include a compensation plan for each labor category for the direct pay rate (rate paid to the healthcare worker).

The compensation plan shall be sufficient enough to attract and retain qualified health care providers.

See Attachment 2 for a Sample Compensation Plan.

VOLUME III - PRICE

a. Schedule Pricing for Requirements. The quoter shall submit proposed pricing for all Line Item Numbers identified in the Request for Quote, unless otherwise noted. The quoter shall submit pricing for the base period and each option period. In the event that only one quote is received, other than certified cost or pricing data may be requested.

(m) Protests received at a level higher than the contracting officer will be referred to the contracting officer. Protestor may request a review by the contracting officer or an independent review at a level higher than the contracting officer. Requests for appeals or independent review will be addressed to the contracting officer for referral to the review authority. Questions on this process will be referred to the cognizant contracting officer identified in the solicitation.

(n) The non-FAR Part 12 discretionary FAR and DFARS provisions included herein are incorporated into this solicitation either by reference or in full text. If incorporated by reference, see provision 52.252-1 for locations where full text can be obtained.

(End of Addendum to 52.212-1)

ADDENDUM TO 52.212-2
EVALUATION - COMMERCIAL ITEMS

Paragraph (a) is hereby replaced with the following:

(a) The Government intends to issue one (1) fixed price order to the responsible supplier of goods and/or services whose quotation conforming to the solicitation is technically acceptable and has the lowest evaluated price. Award will be made in accordance with RFO FAR 12, Simplified Acquisition Procedures.

Except communications conducted for the purpose of minor clarifications, the Government intends to evaluate quotes and issue a fixed price order without discussions. Therefore, each initial quote should contain the quoter's best terms from a technical and pricing standpoint. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.

EVALUATION FACTORS. The following factors shall be used to evaluate quotations:

Factor 1. Technical
Factor 2. Price

FACTOR 1: TECHNICAL

SUBFACTOR 1: TECHNICAL MERIT/QUALIFICATIONS (EDUCATION, LICENSURE / CERTIFICATION / REGISTRATION, EXPERIENCE)

Quoters must submit a curriculum vitae (CV) that demonstrates that the HCP meets all the requirements/qualifications stated in paragraphs 5.1.3.1 through 5.1.3.3.1 of the PWS. The following ratings will be used in evaluating each quote:

ADJECTIVAL RATING	DEFINITION
Acceptable	Quote clearly meets the minimum qualifications/requirements of the solicitation.
Unacceptable	Quote does not clearly meet the minimum qualifications/requirements of the solicitation.

Note: To receive consideration for award, a rating of "Acceptable" must be achieved for all technical requirements.

SUBFACTOR 2: COMPENSATION PLAN

The Offeror's compensation plan will be evaluated as either "Acceptable" or "Unacceptable".

To demonstrate the employee compensation plan is sufficient enough to attract and retain qualified health care providers, the Government will evaluate the Employee Compensation plan for the direct pay rate on the following adjectival rating scheme defined below.

ADJECTIVAL RATING	DEFINITION
Acceptable	Offer includes a direct pay rate that is either within 5% of the IGE if less than the IGE, or above the IGE and that is determined to be adequate to recruit and retain quality HCP.
Unacceptable	Offer includes a direct pay rate that is 5% or more below the IGE and that is determined to be inadequate to recruit and retain quality HCPs.

PRICE (FACTOR 2) is not rated. Price and/or cost analysis will be used to evaluate a quoter's price and the extent to which it is fair and reasonable, and balanced

Award will be made to the lowest price quoter possessing all of the following characteristics:

1) Meets the acceptability standards for non-price factors,
2) Conforms to the solicitation,
3) Is from a prospective contractor who is responsible (as defined in Federal Acquisition Regulation Part 9). (As part of a responsibility determination and pre-award risk assessment, the Contracting Officer will review the Federal Awardee Performance and Integrity Information Systems (FAPIIS) and System for Award Management (SAM)), and,
4) Has a price that is determined to be fair and reasonable, and balanced.

Paragraph (b) is hereby addended and reads as follows:

(b) Options. The Government will evaluate quotations for order-issuing purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quotation is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

"Given that FAR 52.217-8 provides that the Government may exercise the Option to Extend Services at the rates specified in the contract (i.e., the rates in effect when the Extension of Services option is exercised), for purposes of evaluating the Option to Extend Services, the Contracting Officer will consider the prices submitted for the base year and each option year, since those are the binding prices should the Option to Extend Services be exercised."

Paragraph (c) is hereby addended and reads as follows:

(c) If the Government issues an order to a supplier, a binding contract will result when the supplier accepts the Government's offer. The supplier shall indicate acceptance of the order by written notice to the Government. The Government may, by written notice to the supplier, at any time before acceptance occurs, withdraw, amend, or cancel its offer.

(End of Addendum to FAR 52.212-2)

0001
Point of Contact: MS. CHO, Y K 315-784-2593

Option Line Item
1001
Point of Contact: MS. CHO, Y K 315-784-2593

Option Line Item
2001
Point of Contact: MS. CHO, Y K 315-784-2593

Option Line Item
3001
Point of Contact: MS. CHO, Y K 315-784-2593

Option Line Item
4001
Point of Contact: MS. CHO, Y K 315-784-2593

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.214-34	Submission of Offers in the English Language.	Apr 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement 48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

See Addendum to 52.212-2

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)