SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	44

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HT941026QE004	29 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Charis Naito	8084339523	08 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
Charis Naito, Email: charis.k.naito.civ@health.mil Telephone: 8084339523

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): 811210

SIZE STANDARD: USD 34,000,000.00

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

Annual Maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base

Product Service Code: J065

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Non-personal services for the annual maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base, in accordance with the Performance Work Statement. BASE PERIOD: 1 September 2026 - 31 August 2027 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	Non-personal services for the annual maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base, in accordance with the Performance Work Statement. OPTION I: 1 September 2027 - 31 August 2028 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	Non-personal services for the annual maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base, in accordance with the Performance Work Statement. OPTION II: 1 September 2028 - 31 August 2029 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	Non-personal services for the annual maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base, in accordance with the Performance Work Statement. OPTION III: 1 September 2029 - 31 August 2030 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	Non-personal services for the annual maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base, in accordance with the Performance Work Statement. OPTION IV: 1 September 2030 - 31 August 2031 Pricing Arrangement: Firm Fixed Price	12	Months		

Description/Specifications/Statement of Work

Requirements
Annual Maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base
0001

Product Service Code: J065

Option Line Item
1001

Product Service Code: J065

Option Line Item
2001

Product Service Code: J065

Option Line Item
3001

Product Service Code: J065

Option Line Item
4001

Product Service Code: J065

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Acceptance Location Acceptance Other Instructions: See 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 Other Instructions: See 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 Other Instructions: See 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 Other Instructions: See 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 Other Instructions: See 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 01 Sep 2026 To 31 Aug 2027	12 Months	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 01 Sep 2027 To 31 Aug 2028	12 Months	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 01 Sep 2028 To 31 Aug 2029	12 Months	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 01 Sep 2029 To 31 Aug 2030	12 Months	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 01 Sep 2030	12 Months	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 31 Aug 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

(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 2 in 1

(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)	____

(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: 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: Ms. Charis K. Naito, charis.k.naito.civ@health.mil

CONTRACTING OFFICER: SEE BLOCK 31b ON SF1449

(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		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
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		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026	Deviation 2025-O0004	Mar 2025
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		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
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		
252.204-7004	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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7041	Correspondence in English.	Jun 1997		
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		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		
252.246-7008	Sources of Electronic Parts.	Jan 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 calendar days before the contract expires[insert the period of time within which the Contracting Officer may exercise the option]; 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 if 52.217-8 is exercised(months) (years).

(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

(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 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

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ____ *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

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 Antiterrorism/Force Protection Office at BDAACH.

(End of clause)

List of Attachments

PERFORMANCE WORK STATEMENT

Annual Maintenance of Cepheid GeneXpert Analyzers at 51st Medical Group at Osan Air Base

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1. INTRODUCTION.

1.1 This requirement is for an annual maintenance service contract for the Government Cepheid GeneXpert Analyzers, to include all labor, parts, material and travel, to repair and /or maintain the Government owned equipment, in a fully functional condition in accordance with (IAW) Original Equipment Manufacturers (OEM) specifications.

1.2 This contract is a non-personal services contract 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.

1.3. The Cepheid GeneXpert Analyzers is located at the 51st Medical Group, Osan Air Base, Republic of Korea

2. ADMINISTRATIVE INFORMATION.

2.1 Hours of Operation. 51st Medical Group provides services 24 hours a day, 365 days a year (366 days during leap years) including holidays.

2.1.1 Normal business hours for Healthcare Technology Management are 0730 - 1630, Monday - Friday. Clinics have designated operating hours.

2.1.2 The contractor shall make every practical effort to provide services during normal business hours, excluding Federal holidays. However, in certain cases, permission may be granted to the contractor to provide services outside of normal operating hours if during these hours (1) access to the equipment being serviced is limited or unavailable, (2) servicing the equipment would cause impactful impedance to patient care, or (3) the contractor provides any other justified reasoning for unavailability that is accepted by the Healthcare Technology Management NCOIC. Approval to perform services outside of normal business hours will be given by the Government Representative.

2.1.3 51st Medical Group Healthcare Technology Management provides emergency services after-hours by means of an on-call technician. In the event any contractor is performing services outside normal business hours, the on-call technician will be available to perform duties of 51st Medical Group Healthcare Technology Management (i.e. periodically checking on the progress of contractor personnel to ensure the security of the hospital, verifying the quality of services rendered meets or exceeds the standards set forth in the PWS, and assist the contractor personnel in signing out in Healthcare Technology Management with badge return).

2.1.4 This contract is NOT a time and materials effort. It is not to be billed hourly and does not cover over-time, after-hours emergencies or Federal holiday coverage.

2.1.5 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. Any holidays falling on a Sunday will be observed the following Monday.

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 Independent 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: 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.

2.2. 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.

2.3. 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.

2.4 Combatting Human Trafficking. Combating Trafficking in persons (awareness program) shall be 100% compliance (zero tolerance) regarding trafficking in persons policy in accordance with FAR 52.222-50 and FAR 22.1703.

3. SCOPE OF WORK.

3.1 Equipment to be Serviced.

3.1.1 ECN Serial Number Manufacturer Repairs PM
015363 838103 Cepheid Y 1
Location Model Tech Support CAL
Laboratory GENEXPERT 16 Y 1
3.1.2 ECN Serial Number Manufacturer Repairs PM
015526 846230 Cepheid Y 1
Location Model Tech Support CAL
Laboratory GENEXPERT 16 Y 1

3.2 Specific Tasks and Deliverables. The contractor, or contractor representative, shall report to the Government Representative or on-site Biomedical Equipment Technician (room LH05, telephone 0505-784-2009, e-mail_ 51HTMBMETs@groups.health.mil prior to commencing all on-site services (Preventive Maintenance Checks and Services (PMCS), software updates, and/or repairs).

3.2.1 All service visits shall be coordinated between the contractor, the Healthcare Technology Management Technician requesting service, and the Government Representative.

3.2.2 Any deliverables (i.e. replacement parts, supplies, tools) shall be shipped to Healthcare Technology Management at the address below and will be provided to the contractor upon initial check-in at the Healthcare Technology Management office room LH05 in Building 777.

51st MDG/SGSM
Bldg. 777 Unit 2060 Headquarters Road
Osan Air Base
Pyeongtaek-Si,Gyeonggi-Do 17759
Republic of Korea

3.3 General Work Requirements. The contractor shall provide trained personnel for on-site support, to include labor, travel, tools, hardware, firmware, materials, supplies, parts and test, measurement, & diagnostic equipment (TMDE) necessary to perform all operations in connection with scheduled preventative maintenance (PM) and/or calibration (CAL) procedures as well as unscheduled repair visits as needed in order to maintain the listed equipment and/or its components if any, in a fully functional state, in accordance with (IAW) the Original Equipment Manufacturer (OEM) specifications. Any software updates provided by the OEM for covered equipment that enhances equipment functions and operations without hardware changes shall be installed. All equipment must be in compliance with Joint Commission (JC), HIPAA and the NFPA 99 Standard for Health Care Facilities.

3.4 If applicable, the contractor shall adhere to all DHA cyber security measures when accessing the equipment remotely. The contractor shall not remotely access the equipment from locations outside of the United States. The contractor shall ensure that all appropriate approvals are granted prior to accessing the network and that a service report is generated and delivered to the Government Representative once completed.

3.5 Response Time. The time frame, within which the contractor's representative must respond, is measured from the time of verbal notification that service is required. Acceptable response times are as follows; (1) Contractor shall acknowledge receipt of notification of service call request within two hours. (2) Contractor shall arrive on-site within forty-eight hours. (3) Deficiency shall be corrected within a period of five days from first notification of failed equipment. If parts cannot be acquired within the first eight hours after arrival on site, the contractor shall contact the Government Representative and Healthcare Technology Management office to communicate the reason for the delay. The deficiency shall be corrected and returned back to a fully functional state within the timeframe as previously stated. The Contractor's service technician shall provide a report that includes as a minimum the explanation for any maintenance delays and the estimated time to complete the repair.

3.6 Uptime. Uptime is defined as the time during which a piece of equipment is functioning or able to function. The contractor shall provide both scheduled (PMCS) and unscheduled services to repair and/or maintain the equipment listed above, and components if any, to a fully functional condition with a ninety-eight percent (98%) uptime guarantee (calculated on quarterly basis).

3.7 PREVENTATIVE MAINTENANCE CHECKS AND SERVICES (PMCS).

As stated in 3.2.1, all service visits, to include PMCS, shall be coordinated between the contractor, the Medical Maintenance Technician requesting service, and the Government Representative.

3.7.1 PMCS are required to be performed annually during the month of September.

3.7.2 The scheduling of PMCS services will be outlined in the PWS by designating a period of time in which the contractor shall perform the PMCS services. These are safety measures set forth to prevent any lapse in coverage of equipment as tracked in the Accountable Property System of Record (APSR) database utilized by 51st Medical Group Logistics operations, hence preventing possible complications hindering 51st Medical Group ability to provide patient care.

3.7.3 Requests for the contractor to perform PMCS services outside the defined window allotted to complete services must be routed through the designated Government Representative.

3.7.4 The contractor shall make every reasonable effort to complete PMCS services within the first 15 days of the designated month(s) to minimize burdens of time constraints and allow room for any unexpected discrepancies or repairs that may surface during PMCS services.

3.7.5 For all equipment outlined in the PWS to receive annual PMCS, the contractor shall ensure coverage is provided for the full length of the contract regardless of when the actual PMCS is performed, i.e. all units shall remain fully functional and certified for the entire 12 month period of performance.

3.7.6 The contractor shall provide all tools, parts, TMDE, and necessary items to fully complete all PMCS as identified in the Equipment List. The scheduled service shall include labor, travel, inspection, replacement of parts and modules, calibration, and software to maintain the government owned equipment and associated components under this contract in a continuous working state. All completed work shall be certified to meet OEM specifications.

3.8 REPAIRS (Unscheduled Services).

Upon request by the Government Representative, the contractor shall perform unscheduled services to repair the equipment and associated components to a fully functional condition. The contractor shall remain in compliance of the response time parameters set forth in the PWS as stated in 3.5.

3.8.1 All repair parts, whether new or refurbished, shall meet OEM standards, in order to be used to conduct repairs on the equipment. If new parts are not

available, refurbished parts may be used, but must be pre-approved by the Healthcare Technology Manager prior to installation. All completed work shall be certified to meet OEM specifications.

3.8.2 All parts supplied shall be compatible with the existing system.

3.8.3 The contractor shall have ready access to unique and/or high mortality replacement parts.

3.8.4 The contractor shall provide for all replacements of worn or defective parts (excluding consumables) necessary to restore the equipment to 100% operational condition as specified by the OEM.

3.8.5 All replacement parts shall become the property of the government and the replaced malfunctioning part shall become the property of the contractor.

3.8.6 Freight, postage and storage charges associated with shipment, receipt of replacement parts and the return of worn or defective parts shall be the responsibility of the contractor.

3.8.7 In any event the contractor is found to have used replacement parts considered by the OEM to be substandard, any resulting costs and liability will be the obligation and responsibility of the contractor. In the event of any such circumstance, the Contracting Officer will make the final determination about whether a replacement part is of equal or better quality.

3.9 Upon Completion of Service Calls.

3.9.1. Upon completion of work, the technical POC shall provide verification to the Healthcare Technology Manager that the work performed is acceptable to the Government to meet manufacturer's specifications.

3.9.2 After performing Calibration/Verification/Certification (CVC) services, the contractor's representative shall affix a DD Form 2163 (Medical Equipment Verification/Certification) label IAW instruction provided in (1) TB 38-750-2, (2) SB 8-75-11, and (3) TB MED 750-1.

3.9.2.1 Required forms and extracts from pertinent directives will be furnished to the contractor's service representative by the government upon request.

3.9.3 The contractor personnel shall sign out at the Healthcare Technology Management office room LH05 in Building 777 where they signed in upon arrival.

3.9.4 The contractor shall submit a full Field Service Report (FSR) to the Government Representative for review within 72 hours of completion of services. The FSR may be submitted in person upon completion, via mail (address stated in PWS 3.2.2) or email 51HTMBMETs@groups.health.mil.

3.9.4.1 The Field Service Report shall provide a detailed account of the service call to include the initial fault or cause for service call, a detailed account of services performed and corrective action taken, labor cost information (hours and labor rate), and TMDE used (serial numbers where applicable and calibration dates). The contractor shall include all parts used/replaced and its price. The information provided by the contractor shall be used by the customer and/or the Government Representative quarterly throughout the term of the contract to perform quality assurance and cost analysis.

3.10. Licensure/Certification/Qualifications
3.10.1 Experience: Services under this contract shall be performed by individuals who have demonstrated knowledge, and competence in servicing and maintaining the specified equipment under this contract. The Contractor shall ensure repair technicians have been fully trained and experienced in testing and repairing the equipment and components on contract. The chosen representative(s) by the contractor shall have a minimum 12 months of the last 18 months in maintaining the equipment specified in this PWS or other similar equipment from the same equipment manufacturer as the equipment listed in this contract.

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

3.10.3 Compliance. The Contractor and contract personnel shall abide by all MTF standards, rules and procedurals. Such regulations include, but are not limited to, general safety, fire prevention, waste disposal, infection control, JC, and patient safety initiatives. The contractor shall ensure all personnel performing services under this contract shall be informed of the guidelines and contractual requirements set forth in the PWS and contract, including but not limited to, all safety/security protocol and credential verification procedures.

3.11. OPSEC.

3.11.1 For Contract 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.

4. QUALITY MANAGEMENT

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

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

4.3 Quality Assurance
4.3.1 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 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 services not meeting the minimum qualification standard; contractor relationship with hospital staff/Government contracting personnel; compliance with hospital healthcare policies and procedure.

5. SAFETY / SECURITY REQUIREMENTS

5.1 Equipment Safety Procedures. The contractor shall furnish and install all manufacturers' mandatory modifications and apply recalls by FDA. The contractor must comply with specified lubrications, cleaning (other than operators), calibrations, parts, and replacements IAW OEM specifications.

5.1.1 When required, the contractor's service representative shall comply with the Office of Safety and Health Administration (OSHA) lockout/tag-out standards while performing maintenance on equipment.

5.2 Hazardous Items. The government and the contractor's service representative shall exchange hazard communication information (i.e. SDS, etc.) before the commencement of any service for the safety of all parties.

5.3 MTF Security. Contractor personnel and/or any representative of the contractor entering the MTF shall abide by all security regulations and be subject to security checks. The contractor and/or his representative shall report to the Healthcare Technology Management Office room LH05 in Building 777 to sign-in and receive a temporary access badge; the badge shall be returned to the same place it was issued and the representative shall sign out before departing the installation.

5.4 Network Security Requirements. When applicable, the contractor shall abide by all procedures and regulations set forth by Information Management Division (IMD), 51st Medical Group, Osan Air Base, Republic of Korea, to include remote access to the network.

5.4.1 If applicable, the contractor shall be granted an Interim Authority to Operate (IATO) of six months to meet MTF minimum security requirements. These include:

5.4.2 The contractor shall use the MTF's approved method of connection for vendors requiring remote access capabilities for support of their applications / systems. The contractor shall coordinate with the Medical Information Systems office to meet current technical requirements for a VPN connection.

5.4.3 The contractor shall identify employees requiring an MTF network account for remote connectivity and shall submit (DOD) DD Form 2875 System Authorization Access Request (SAAR) for those employees supporting the application remotely.

5.4.4 The contractor shall ensure a Security Background Investigation has been initiated by the contracting organization. Security Background Investigations are required for all network users. The MTF uses Standard Form 85P - Questionnaire for Public Trust Positions. This can be accessed at the link below. Once at the website, click on SF Form 85P.

http://www.opm.gov/forms/standard-forms/

Note: Foreign Nationals will not be granted access to the MTF network until a satisfactory Security Background Investigation has been completed and they have been approved for access by the Designated Approving Authority (DAA) / MTF Director.

5.4.5 The contractor shall complete all IA training requirements as outlined by the Authorized User Policy (AUP). DOD and DHA have mandated IA training be completed initially and then annually for anyone accessing a DOD network. The contractor shall submit a 'Certificate of Training' from the DISA DoD IA Awareness Training.

5.4.6 The contractor shall read and sign the Acceptable Use Policy (AUP). AF Form 1394 User Agreement is required initially and then required to be signed annually for all network users. The contractor shall sign the AUP initially and annually thereafter or at time of contract renewal, whichever is earlier. AF Form 1394 User Agreement should be provided to the Vendor by the System Administrator assigned to the application/system.

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

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.

ADM - Ambulatory Data Module
ADS - Ambulatory Data System
AHA - American Hospital Association
AHLTA - Armed Forces Health Longitudinal Technology Application
AMA - American Medical Association
AOD - Administrative Officer of the Day
CAC - Common Access Card
CAMH - Comprehensive Accreditation Manual for Hospitals
CFR - Code of Federal Regulations
CHCS - Composite Health Care System
CLIN - Contract Line Item Number
COR - Contracting Officer's Representative
CPT - Current Physicians Terminology
DA - Department of the Army
DoD - Department of Defense
DODI - Department of Defense Instruction
EFT - Electronic Funds Transfer
FAR - Federal Acquisition Regulation
FSO - Facility Security Officer
FTE - Full Time Equivalent
HCP - Healthcare Provider
HIPAA - Health Insurance Portability & Accountability Act of 1996
HRP - Health Readiness Platform, i.e. Military Treatment Facility
JC - The Joint Commission
KO - Contracting Officer
LADS - Labor and Delivery Statistics System
MEDCENs - Army Medical Centers
MEDCOM - Medical Command
MHS - Military Healthcare System
MTF Military Treatment Facility
OIC - Officer in Charge
OSHA - Occupational Safety and Health Administration
PAM - Pamphlet
PAR - Performance Assessment Report
POC - Point of Contact
PWS - Performance Work Statement
PL - Public Law
QASP - Quality Assurance Surveillance Plan

QC - Quality Control
RVU - Relative Value Units
SF - Standard Form
TA - Trusted Agent
UCAPERS - Uniform Charts of Accounts Personnel System

END OF PERFORMANCE WORK STATEMENT

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 51MDG

In accordance with Integrated Health Organization Policy #18-59, the 51MDG 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) SOFA CLAUSE

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)

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 (USFK) USFKI 4901.01, which can be found under the "publications" tab on the U.S. Forces Korea homepage at 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 U.S. forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (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, Office of 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 (IC) and (TR) Program (USFKI 4901.01).

"Responsible Officer (RO)" means a DoD employee (such as a military E5 and above or civilian GS-7/KGS-07 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.

(b) IC or TR status under the SOFA is subject to the written approval from the Office of Acquisition Management, USFK (FKAQ), Unit #15289, APO AP 96271-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFKI 4901.01. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFKI 4901.01. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property (GFP) or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK instruction(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases, in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK SA and RO on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFKI 4901.01.

(i) 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. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) IC/TR status may be withdrawn by USFK/FKAQ upon:
(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK instructions.

(l) It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFKI 4901.01, Enclosure A, paragraph 4 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) 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 or emergency dental 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.

(n) Compliance with laws and directives. 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;
(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.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/ dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.
(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third-country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).
(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.
(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and 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.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

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

(End of Clause)

(D) CONTINGENCY CONDITIONS CLAUSE

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.

CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

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

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen n and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support

of specified military operations.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--
(i) Contingency operations;
(ii) Peace operations, consistent with Joint Publication 3-07.3; or
(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability
(see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;
(B) Effective security services are unavailable at a reasonable cost;
or
(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide
security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. 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.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--
(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--
(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--
(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--
(i) US Army Criminal Investigation Command at http://www.cid.army.mil/reportacrime.html;

(ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;

(iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;

(v) To any command of any supported military element or the command of any base.
(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--
(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;
(B) Receive agreed upon wages on time;
(C) Take lunch and work-breaks;
(D) Elect to terminate employment at any time;
(E) Identify grievances without fear of reprisal;
(F) Have a copy of their employment contract in a language they understand;
(G) Receive wages that are not below the legal host-country minimum wage;
(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.
(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation--

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.
(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall--
(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:
(A) Basic training is required for all CAAF. The basic training will be provided through--
(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--
(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, 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, including the requirements specified in paragraph (e)(1) of this clause;

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at https://spot.dmdc.mil to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(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 contract. 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 identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--
(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(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 equipment.

(3) The deployment center, or the Combatant Commander, 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 designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

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

(i) Are adequately trained to carry and use them--
(A) Safely;
(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander 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) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.
(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) 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.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) 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 the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--
(1) Contingency operations;
(2) Peace operations consistent with Joint Publication 3-07.3; or
(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(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 MEDDAC-K 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 of Item	Number of Units	Cost/Unit 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 of Item	Number of Units	Cost/Unit 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)

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

ADDITIONAL INFORMATION AND INSTRUCTIONS

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 periodically recheck of the names of contractor personnel working in the MTF against the Lists. 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 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.

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		

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

(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)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: ____ *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Evaluation Factors for Award

ADDENDUM TO RFO FAR 52.212-1

Replace Paragraph 52.212-1(a) 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: charis.k.naito.civ@health.mil

As a minimum, offers shall include--

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI);

(4) 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.gov 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.

c. Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)

d. SOFA Instructions

1. TIERED SUBMISSION REQUIREMENTS
To comply with the US-ROK Status of Forces Agreement (SOFA) and USFK Regulation 715-2 (Local Sourcing Preference), the Government will evaluate quotes using a Tiered Evaluation process.

Offerors must prominently state on the cover page of their quote whether they are submitting as a Tier 1 (Korean Local Source) or a Tier 2 (U.S./Off-Shore Source). Failure to clearly identify the appropriate Tier may result in the quote being deemed non-responsive.

2. DOCUMENTATION REQUIREMENTS BY TIER

In addition to the standard technical and price quote requirements outlined in this solicitation, Offerors must submit the specific documentation corresponding to their self-certified Tier status:

Submission Requirement	**Submission Requirement Tier 1 (Korean Local Vendor)**	**Tier 2 (U.S. / Off-Shore Vendor)**
Proof of Legal Entity	Must provide a valid ROK Business Registration Certificate	Must provide proof of valid corporate registration in the United States or outside of the ROK.
Residency & Labor Certification	Must certify that all personnel will perform under valid ROK labor laws and possess lawful ROK citizenship or valid ROK work visas.	Must certify that no proposed personnel requiring SOFA sponsorship are "ordinary residents" of the ROK (as defined by USFK Reg 700-19).

Tax Exemption Acknowledgment	Must confirm that all quoted prices are exclusive of ROK Value Added Tax (VAT).	Must confirm that all quoted prices are exclusive of ROK customs duties and taxes.

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:

f. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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.

FACTOR 1. Technical Capability - Provide sufficient narrative and supporting data which demonstrates that the facility and/or personnel performing services have the required certifications, licenses, training and competence/experience identified in the Performance Work Statement, paragraphs 3.3 and 3.10.1.

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.

(f) 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.

(g) The non-FAR Part 12 discretionary FAR & 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:

1. BASIS FOR CONTRACT AWARD

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 FAR 12 Acquisition of Commercial Products and Commercial Services.

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.

2. MANDATORY LOCAL SOURCING PREFERENCE (USFK REG 715-2)

In accordance with the United States - Republic of Korea Status of Forces Agreement (US-ROK SOFA) Article XV and USFK Regulation 715-2, the Government must grant primary consideration to local sources within the Republic of Korea (ROK) for the procurement of supplies and services.

To implement this treaty requirement, the Government will utilize a Tiered Evaluation Process. Quotes will be evaluated sequentially, not concurrently, based on the Offeror's business registration status and requirement for Government SOFA sponsorship.

3. EVALUATION TIERS

Offerors are required to self-certify their tier status in their quote submission.
Tier 1 (Korean Local Sources): Offerors that are legally registered business entities in the ROK, utilizing local national personnel or foreign nationals with valid ROK work visas, and do not require U.S. Government SOFA sponsorship (Invited Contractor or Technical Representative status) to execute the contract.
Tier 2 (U.S. / Off-Shore Sources): Offerors that require the U.S. Government to sponsor their personnel for SOFA status (IC/TR) under USFK Regulation 700-19 in order to legally perform the contract in the ROK.

4. EVALUATION SEQUENCE
The evaluation board will proceed in the following order:

Step A (Evaluate Tier 1): The Government will evaluate all quotes received from Tier 1 Offerors. If one or more Tier 1 Offerors are determined to be Technically Acceptable and have proposed a fair and reasonable price, the Government will make award to the Lowest Priced Technically Acceptable Tier 1 Offeror. Tier 2 quotes will not be evaluated.

Step B (Evaluate Tier 2): The Government will open and evaluate quotes from Tier 2 Offerors ONLY IF:

1. No quotes are received from Tier 1 Offerors; OR
2. All quotes received from Tier 1 Offerors are evaluated as Technically Unacceptable; OR

3. All quotes received from Tier 1 Offerors propose prices that are determined to be unreasonable by the Contracting Officer.

(Note: Award to a Tier 2 Offeror is contingent upon final approval by the USFK Acquisition Resource Center (ARC) verifying that the Offeror meets the strict criteria for SOFA designation under USFK Reg 700-19).

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

Factor 1. Technical Capability
Factor 2. Price

FACTOR 1. TECHNICAL CAPABILITY. The quote must consist of written documentation to provide sufficient narrative and supporting data to address how the quote meets the minimum qualifications/requirements identified in the Performance Work Statement. The following ratings will be used in evaluating each quote:

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.

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)

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)