

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 31
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 17-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. HT000391353300		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014	CODE W81XWH	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W81XWH-09-R-0018	
		X	9B. DATED (SEE ITEM 11) 22-Jun-2009	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to provide answers to time sensitive questions and to incorporate changes and revisions to the solicitation as identified in Section A. Changes to the solicitation are bolded and underlined. An amendment to provide answers to remaining questions will be forthcoming.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		17-Jul-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

AMENDMENT 1

Questions and Answers

Question 1: Please explain CLIN 000401 appearing at the bottom of Page 5? It does not appear in the Excel Pricing Sheet (Atch 13), and we are unable to locate an explanation anywhere in the solicitation.

Answer 1: CLIN 000401 is a SubCLIN of CLIN 0004. It does not appear in the Excel Pricing Sheet as it is not to be addressed. To eliminate any misunderstanding, Section B, SubCLIN 000401 is revised to read "RESERVED."

Question 2: Section B, Item 000401, Funding in support of CLIN 0004, page 5.

- a) Is this CLIN listed in error? There is not a CLIN 100401.
- b) If this CLIN 00401 is not in error, what exactly would be included in this CLIN?

Answer 2: See Answer to Question 1.

Question 3: RFP Reference: Page 47, Section F.5 Shipment and Page 25, Section C.2.3 Comprehensive Equipment Services. Request for Clarification / Question: Is the Contractor expected to ship equipment using the US Postal Service? Paragraph C.2.3.2, with respect to relocation, states that equipment shall be moved in accordance with commercial best practices. This should apply to all equipment shipment. Recommend deletion of the word, equipment, from paragraph F5.

Answer 3: Consistent with Section C.2.3.2 of the Solicitation, equipment shall be moved in accordance with commercial best practices. To eliminate any contradiction, Section F.5. of the solicitation is amended to delete "SHIPMENT" and Shipment terms and replace with "RESERVED".

Question 4: Bottom of page 64 and page 65 are a duplicate of sections H.18 and H.19.

Answer 4: Section H, Clauses Incorporated by Full Text, the clauses that duplicate Section H.18 entitled "Organizational and Consultant Conflicts of Interest (Mar 1999) (USAMRAA)" and H.19 "Contractor Identification (Dec 2005) (USAMRAA)" are deleted.

Question 5: On page 83, is there a missing heading for paragraph L.3.4? Was that intended to be the description for Volume II?

Answer 5: Yes to both questions. Section L.3.4 of the solicitation is amended to add the title, Volume II – Past Performance.

Question 6: RFP Reference: Page 83, Section L.3.4. Request for Clarification / Question: Does this section begin the Past Performance Instructions?

Answer 6: Yes. See Answer to Question 5.

Question 7: Section L.3.5, Volume III Small Business Participation Plan, (1) page 84 states, “all Offerors, both small and large businesses, shall submit Small Business Participation Plan information relevant to the services portion of the requirement (CLINS 0001, 0002 and 0013, etc).....”

Question 7(a): Is the Government saying that small businesses cannot acquire any of the Medical Equipment, IT Equipment or Furniture?

Answer Question 7(a): No

Question 7(b): Is the Government saying that only the Prime Contractor can acquire this Equipment and Furniture?

Answer Question 7(b): No

Question 7(c): Can a large business Subcontractor acquire this Equipment and Furniture?

Answer to Question 7(c): We are not prohibiting a prime Contractor from proposing this solution.

Question 7(d): So in accordance with the requirements of the participation plan, the “TOTAL CONTRACT VALUE” (page 85) by which we are to calculate the percentages is actually the total of the services and ODC CLINs, i.e. those CLINS listed above. Is that correct?

Answer 7(d): Yes. Section L.3.5., Volume III – Small Business Participation Plan, paragraph (d) 2nd to the last sentence is amended to read: “All percentages should use TOTAL VALUE OF CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013 as a baseline.”

Question 8: RFP Reference: Page 85, Section L.3.5 Volume III – Small Business Participation Plan. Request for Clarification / Question: Please confirm that paragraph d inconsistently states that all percentages should use TOTAL CONTRACT VALUE as a baseline. This is inconsistent with the table in paragraph c. Recommended Revision to the RFP: “All percentages should use TOTAL VALUE of CLINs 0001, 0002, 0013, 1001, 1002, 1013, 2001, 2002, and 2013 as a baseline.”

Answer 8: Yes, this is inconsistent. See Answer to Question 7(d).

Question 9: Page 83, Section L.3.4 should be labeled as Volume II – Past Performance. As written, it appears to be part of Volume I.

Answer 9: See Answer to Question 5.

Question 10: Section L.3.4 states that “Offerors shall submit a list of no more than 10 Government and/or Commercial contracts relevant to this procurement held as a Prime Contractor, or where identified as a Major Subcontractor, ongoing or awarded during the past 3 years.” The next paragraph states that “The Offeror shall provide data on 3 – 5 of the listed contracts.”

10(a) Does the Government intend for the Contractor to simply supply the contract number and names for 10 contracts relevant to this procurement. Is there any other information the Government requires to be submitted for all 10 contracts?

Answer 10(a): Section L.3.4 requires a list of no more than 10 relevant contracts for the Prime Contractor and a list of relevant contracts for each Subcontractor proposed. The contract number, project title, and dollar value is requested. See revised Section L.3.4.

10(b) Further please confirm that the Government only requires the bidder to supply the additional information as requested in paragraphs (1)-(4) under section L.3.4 for 3-5 of the 10 contracts listed.

Answer 10(b): The offeror is required to supply the additional information in paragraphs (1) - (4) of Section L.3.4 for each the Prime Contractor and any proposed Subcontractor. See revised Section L.3.4 and Revision 4.

10(c) The current due date for the submission of relevant References is currently July 22, would the Government be amendable to extending this due date to August 3rd, 2009?

Answer 10(c): The due date for the list of all relevant references who were sent a questionnaire is revised to 31 July 2009 by 2 PM Local Time, Frederick, Maryland. See revised Section L.3.4 (4).

Question 10: RFP Reference: Page 83, Section L, paragraph L.3.4. Request for Clarification / Question: “The Offeror shall provide data on 3 – 5 of the listed contracts. Data concerning the Prime Contractor (Offeror) shall be provided first, followed by each proposed Subcontractor, in alphabetical order.

a) Section 1 – Contract Descriptions. This section shall include the information listed in the Past Performance Risk Reference Sheet

b) Section 2 - Narratives. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation”.

Does the Government intend the narrative data on 3-5 Offeror’s contracts AND 3-5 contracts for each Subcontractor. For example, the narrative would consist of 3-5 pages for the Offeror, 3-5 pages for Subcontractor 1, 3-5 pages for Subcontractor 2, etc.

Answer 10: Yes. See Answer to Question 10(b).

Question 11: RFP Reference: Page 83, Section L, paragraph L.3.4. Request for Clarification / Question: “Offerors shall submit a list of no more than 10 Government and/or Commercial contracts relevant to this procurement held as a Prime Contractor, or where identified as a Major Subcontractor, ongoing or awarded during the past 3 years. For all Subcontractors proposed for this award, provide a similar list of information relevant to the efforts required by this solicitation.” Are the lists for the prime and the Subcontractors excluded from page limitations?

Answer 11: No, lists for the prime and Subcontractors are not excluded from page limitations, however, Section L.2.2., Proposal Packaging Instructions, Volume II, page limit is revised to 20 pages.

Other Revisions Incorporated by Amendment

Revision 1: Section H.17, Key Personnel, paragraphs e and d, are revised.

Revision 2: Section L.2 is added to add the following:

L.2.4 Email Attachments. For the few documents specifically identified within this solicitation to be submitted via email, e.g. Section L.3.4(4), Offerors shall not use the following attachment types:

.ace, .ad, .ade, .adp, .asp, .b64, .bas, .bat, .bat., .bhx, .ce0, .ceo, .chm, .cmd, .com, .com., .cpl, .crt, .dbx, .dll, .doc.bat, .doc.com, .doc.pif, .dot, .eml, .exe, .exe., .hlp, .hqx, .hta, .inf, .ins, .js, .jse, .lnk, .mdb, .mde, .mim, .msi, .msp, .nch, .ocx, .pi, .pif, .rar, .reg, .scr, .sct, .shb, .shs, .txt.scr, .upx, .url, .uu, .uue, .vbe, .vbs, .vss, .vst, .vsw, .wmi, .ws, .wsc, .wsf, .wsh, .xxe, .zip

NETCOM Guidance 2004-11A, requires that such types of email attachments will be blocked to prevent email based viruses and will not be recoverable. Since this is an Army policy, we cannot grant exceptions. The contracting office will not extend the due date and time to allow the resubmission of attachments in acceptable formats.

Revision 3: Section L.3.4(4), is added to add the following: The Offeror shall ensure that e-mail attachments are in acceptable format, reference Section L.2.4 Email Attachments.

Revision 4: Section H.18, is renamed Organizational Conflicts of Interest Certification, and added to add further instruction. Organizational and Consultant Conflicts of Interest (Mar 1999) (USAMRAA) is relocated to Section H.18.1.

All other terms and conditions of the solicitation remain unchanged.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000401

The CLIN description has changed from Funding in support of CLIN 0004 to RESERVED.

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

SECTION F

F.1 PLACE OF PERFORMANCE

The Contractor shall perform at the Contractor's place of business which shall be located within commuting distance (50 miles) of the following locations: (1) the JTF CapMed, Bethesda, MD, (2) the North Project, Bethesda, MD, (3) South Project, Fort Belvoir, Fairfax County, VA, and (4) WRAMC Washington D.C.

F.2 SCHEDULE OF DELIVERABLES

Section C. 3.13, identifies the schedule of deliverables that the Contractor shall adhere to throughout the period of performance of this contract. Addresses and point of contact information shall be provided via separate correspondence from the Contracting Officer and/or the designated COR.

F.3 EQUIPMENT AND HEALTHCARE DELIVERY SCHEDULE

Project/Building	Ready for Equipment Date	Start of Healthcare Delivery Date
North/Building A	Phased Aug 2010 – Sept 2010	Phased Oct 2010 – Aug 2011
North/Building B	Phased Sept 2010 – Oct 2010	Phased Nov 2010 – Aug 2011
North/Building 1	May 2010	June 2010
North/Building 2	Phased Mar 2010 – July 2010	Phased April 2010 – Aug 2010
North/Building 3	May 2011	August 2011
North/Building 7	Phased Feb 2010 – Feb 2011	Phased Mar 2010 – Mar 2011
North/Building 8	Phased Mar 2010 – Feb 2011	Phased Apr 2010 – Mar 2011
North/Building 9	Phased Mar 2010 – Jul 2011	Phased Oct 2010 – Aug 2011
North/Building 10	Phased Mar 2010 – Jul 2011	Phased Apr 2010 – Aug 2011
South/Building A	Apr 2010	Phased April - June 2011
South/Building B	Nov 2010	Phased April - June 2011
South/Building C Flr. 0-3	Mar 2011	Phased June - July 2011
South/Building C Flr. 4-7	Mar 2011	Phased June - July 2011
South/Building D	Oct 2010	Phased April - June 2011
South/Building E	May 2010	Phased April - June 2011

Equipment delivery dates for all equipment must coincide with building Ready for Equipment (RFE) date identified above. The RFE date is defined as the earliest date the construction contractor will allow the government to start outfitting services before the newly constructed or newly renovated building is formally provided to the Government by the construction contractor and the delivery and installation of equipment can commence. All equipment must be delivered, installed, tested and staff trained not later than the date healthcare is to be delivered in the new or renovated building.

NOTE: Specific dates within the above schedule may be subject to adjustment throughout the solicitation period. The most current delivery schedule will be provided immediately after contract award.

F.4 DELIVERY ADDRESS FOR EQUIPMENT

Addresses and point of contact information shall be provided via separate correspondence from the Contracting Officer and/or the designated COR after contract award.

F.5 RESERVED

F.6 GOVERNMENT ACCEPTANCE PERIOD

The COR will have ten (10) workdays to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR will have five (5) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SECTION H

H.1 NON-DISCLOSURE AGREEMENT

Under this contract, the Contractor shall sign and submit the Contractor /Subcontractor and Contractor and Subcontractor Employees Non-Disclosure Agreements (**Attachment 7**) on behalf of the company, and shall also ensure that all staff assigned to, including all subcontractors and consultants, or performing on this contract execute and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of staff who has not executed this statement or failure to adhere to this statement may constitute default on the part of the Contractor.

H.2 SUBCONTRACTORS.

Subcontractors proposed after award of contract must be approved by the Contracting Officer prior to their performance. The prime contractor shall identify the primary role of the subcontractor, the labor categories, and the estimated or fixed level of effort for each Subcontractor proposed.

H.3 TRAVEL

Costs incurred by contractor personnel on official company business for domestic/local travel, are allowable, subject to the limitations contained in the Federal Acquisition Regulation (FAR) clause at 52.216-7, Allowable Cost and Payment, incorporated into this contract.

H.4 COORDINATION WITH OTHER CONTRACTORS

The Government has awarded other contracts for additional related work outside the Performance Work Statement of this contract. The Contractor and employees shall fully cooperate with such other Contractors and carefully schedule work under this contract to not conflict with such additional work as may be required by the COR. The Contractor will not commit or permit any acts that will interfere with the performance of work by any other Contractor. The COR will resolve all work schedule conflicts between this contract and the additional work contracts being performed by other Contractors. The COR will provide written notice to the Contractor to reschedule work when required.

H.5 CONTRACTOR USE OF GSA SCHEDULE CONTRACTS

The Contractor may procure supplies used in direct support of this contract from GSA Federal Supply Schedule Contractors under the terms, conditions, and prices set forth in the applicable GSA FSS contract and in accordance with FAR 51.1, Contractor Use of Government Supply Sources. The Contractor shall not use GSA schedule contracts to procure services in support of this contract.

H.6 LIABILITY INSURANCE

H.6.1 Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

H.6.1.1 General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

H.6.1.2 Automobile liability - Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.6.1.3 Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

H.7 PROTECTION OF INFORMATION

H.7.1 PERSONALLY IDENTIFIABLE INFORMATION (PII) AND PROTECTED HEALTH INFORMATION (PHI)

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of Government data.

Health Insurance Portability and Accountability Act (HIPAA)

The contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) requirements, as well as the Department of Defense (DoD) 6025.18-R, "DoD Health Information Privacy Regulation," January, 2003. This includes the Standards for Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. The contractor shall also comply with all Applicable HIPAA-related rules and regulations as they are published and as Government requirements are defined (including identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions). Any rules and regulations that are published and/or requirements that are defined after the award date of this contract, that require expenditure of additional contractor resources for compliance may be considered "changes" and will be subject to the changes clause under the contract.

Systems of Record

In order to meet the requirements of 5 U.S.C. 552a, the [Privacy Act of 1974](#), contractors shall assist the TMA Privacy Office in completing a Privacy Act System of Records Notice for collections of records where information in identifiable form is retrieved. The contractor will also comply with the requirements in Office of Management and Budget (OMB) [Circular A-130](#), in the DoD Directive 5400.11, "DoD Privacy Program," May 8, 2007, and in the DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007. The contractor shall work with the government point of contact to identify Privacy Act System of Records that are maintained or operated for TMA. Completed System of Records Notice formats for the applicable systems should be sent to the TRICARE Management Activity (TMA) Privacy Office at sormail@tma.osd.mil.

Privacy Impact Assessment

The contractor shall provide for the completion of a Privacy Impact Assessment (PIA) for any applicable systems that collect, maintain, use or disseminate personally identifiable information (PII) or protected health information (PHI) about members of the public, Federal personnel, contractors, or in some cases foreign nationals.

Contractors are responsible for the completion of the Privacy Impact Assessment Determination Checklist. This Checklist provides basic information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tmaprivacy/downloads/PIADC.121008.pdf>.

Contractors are responsible for the employment of practices that satisfy the requirements and regulations of the E-Government Act of 2002, (PubL. 107-347); DoD 5400.16-R, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009; Office of Management and Budget Memorandum M-03-22, "OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002," September 26, 2003, and current DoD PIA Guidance Memorandum at <http://www.tricare.mil/TMAPrivacy/Info-Papers-PIAs.cfm>. When completing a PIA, the contractor is responsible for using the DoD-approved PIA Template, DoD Standard Form DD 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2930.pdf>.

PIAs will be sent to the TRICARE Management Activity (TMA) Privacy Office at piamail@tma.osd.mil

Data Use Agreement (DUA)

A Data Use Agreement (DUA) (**Deliverable 12**) is currently used to request Military Health System (MHS) data that is owned and/or managed by HA/TMA. The DUA ensures that applicable privacy and security requirements are followed in the use and/or disclosure of the data. To begin the DUA request process, contact duamail@tma.osd.mil. After receiving approval on a DUA, anyone needing access to information system applications or data sources managed by the Defense Health Services Systems (DHSS) will need to contact the DHSS Program Office at uidsaccess@tma.osd.mil to obtain information on access

requirements. DUAs are active for one year, after which the contractor must submit a renewal request or provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

H.7.2 Business Associates

Introduction

In accordance with DoD 6025.18-R “Department of Defense Health Information Privacy Regulation,” January 24, 2003, the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

(a) **Definitions.** As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

Individual has the same meaning as the term “individual” in 45 CFR [160.103](#) and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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

Protected Health Information has the same meaning as the term “protected health information” in 45 CFR [160.103](#), limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.

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

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

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

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

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

(b) The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

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

(e) The Contractor shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed

in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at:
<http://www.tricare.mil/tmaprivacy/breach.cfm>

(f) The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.

(g) The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware.

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

(i) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

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

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

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

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

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

General Use and Disclosure Provisions

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

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

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

(c) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

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

Obligations of the Government

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) [The](#) Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.

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

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

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, [the HIPAA Security Rule, or any applicable Government regulations \(including without limitation, DoD 6025.18-R and DoD 8580.02-R\)](#) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

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

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

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

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of **Business Associate** under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

H.8. DATA RIGHTS

The government shall retain rights to all intellectual property, such as source code, produced in the course of designing, developing, deploying, training, using and supporting other approved agencies that utilize this Contract. The Contractor shall negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary data.

H.9 SECTION 508 REQUIREMENT

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Specifically, the procurement, development, maintenance, or integration of Electronic and Information Technology (EIT) under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 48 CFR part 1194.

<http://www.access-board.gov/sec508/508standards.htm>

H.10 INFORMATION ASSURANCE

H.10.1. General Security Requirements

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of government data. The contractor shall comply with DoD Directive 8500.1, "Information Assurance (IA)," DoD Instruction 8500.2, "Information Assurance (IA) Implementation," and the certification and accreditation (C&A) requirements as promulgated in DoD Instruction 8510.01. As a minimum, this shall include security provisions as listed in the sections that follow:

H.10.2 Electronic Security

H.10.2.1. Contractor Information Systems (IS)/networks that are involved in the operation of systems in support of the DoD Military Health System shall operate in accordance with controlling laws, regulations, and DoD policy.

H.10.2.2. Certification & Accreditation (C&A) requirements apply to all DoD and contractor's IS/networks that receive, process, display, store or transmit DoD information. The contractor shall comply with the C&A process for safeguarding SI. Certification is the determination of the appropriate level of protection required for IS/networks. Certification also includes a comprehensive evaluation of the technical and non-technical security features and countermeasures required for each system/network.

H.10.2.3. Accreditation is the formal approval by the government to operate the contractor's IS/networks in a particular security mode using a prescribed set of safeguards at an acceptable level of risk. In addition, accreditation allows IS/networks to operate within the given operational environment with stated interconnections; and with appropriate level of protection for the specified period.

H.10.2.4. The contractor shall comply with C&A requirements, as specified by the government that meet appropriate DoD Information Assurance requirements. The C&A requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD IS/network that receives, processes, stores, displays or transmits DoD data. The contractor shall initiate the C&A process by providing the Contracting Officer, within 60 days following contract award, the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their IS/networks available for testing, and initiate the C&A testing four months (120 days) in advance of accessing DoD data or interconnecting with DoD IS/networks. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the C&A process. They include, but are not limited to:

- Attending and supporting C&A meetings with the government
- Supporting/conducting the vulnerability mitigation process
- Supporting the C&A Team during system security testing

H.10.2.5. Contractors must confirm that their IS/networks are locked down prior to initiating testing.

- Conformation of system lock down shall be agreed upon during the definition of the C&A boundary and be signed and documented as part of the System Security Authorization Agreement (SSAA)
- Locking down the system means that there shall be no changes made to the configuration of the system (within the C&A boundary) during the C&A process

H.10.2.6. Any re-configuration or change in the system during the C&A testing process will require a re-baselining of the system and documentation of system changes.

H.10.2.7. Vulnerabilities that have been identified by the government as "must-fix" issues during C&A process must be mitigated according to the timeline identified by the Government Representative. C&A Checklists are provided for complying DoD C&A requirements. Reference material and C&A tools may be obtained at: http://www.tricare.osd.mil/tmis_new/ia.htm .

10.2.7.1 A request for a waiver to the C&A requirements may be submitted for temporary testing and other usual circumstances. A waiver request must be submitted, in writing, to the Designated Approving Authority (DAA). The request must include mitigation strategies that ensure adequate protection measures and security controls are in place (for example: air gapping a testing network).

H.10.2.8. Information Assurance Vulnerability Management (IAVM). The contractor shall implement an information assurance vulnerability management program. The DoD IAVM program provides electronic security protections against known threats and vulnerabilities. The IAVM program requires the registration of AIS system assets, which then allows for the timely dissemination of critical vulnerability information. It also assists in the documentation and tracking of compliance, providing increased electronic security to MHS systems. As part of the program, the contractor shall provide a primary and secondary point of contact in the Vulnerability Management System (VMS) and to the MHS Information Assurance Vulnerability Alert (IAVA) Monitor. The point of contact shall provide, upon receipt of a vulnerability message, an acknowledgment of receipt via the VMS. The contractor shall thoroughly test all mitigations for the vulnerability, and upon applying the mitigation to the system, report compliance in the VMS. Receipt and compliance messages to the government shall occur within the stipulated time window, as stated in the vulnerability message or in the VMS.

H.10.2.8.1 The contractor shall ensure AIS assets that are under development are registered in the VMS and have all applicable electronic patches installed for the system (1) when the system is delivered to the Government, or (2) if the AIS assets are used to store or process Government data prior to delivery (such as when being used in testing and development).

H.10.2.8.2 Guidance regarding the requirement for IAVM is contained in the DoD Information Assurance Vulnerability Alert (IAVA) December 30, 1999 memorandum and Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6510.01 (Appendix A to Enclosure B) provides additional reference information. Implementation is addressed in the Defense Information Systems Agency (DISA) IAVA Process Handbook, Version 2.1, June 11, 2002. An asset is defined as any hardware device, such as a router, firewall, server, or an operating system image accessed by more than one user. Primary servers and the workstations that they support are assets that must be registered in the VMS. The DISA VMS web enabled application is used to disseminate IAVAs, Information Assurance Vulnerability Bulletins (IAVBs), and Information Assurance Technical Advisories down to the System Administrator (SA) and applicable personnel throughout the chain of command.

H.10.2.8.3 The contractor shall maintain any development environments in accordance with TMA Information Assurance IA best practices and operational requirements. During product development for the government, the contractor shall ensure that all IA mitigation strategies have been applied to the development environment prior to any Government data being loaded onto any assets or software for testing or delivery.

H.10.2.8.4 IA mitigation strategies include security updates, service packs, and changes to operating procedures as physical and cyber vulnerabilities are detected. Operating system, routers, servers, development platforms and the application being delivered to the government shall be in compliance with all known applicable Department of Defense Computer Emergency Response Team (DoD-CERT) Alert, Bulletin, and Technical Advisory Notices published during the past 36 months.

H.10.2.8.5 Disposing of Electronic Media. Vendors shall follow the DoD standards, procedures, and use approved products to dispose of unclassified hard drives and other electronic media, as

appropriate, in accordance with DoD Memorandum "Disposition of Unclassified Computer Hard Drives," June 4, 2001. Vendors are required to also follow DoD guidance on sanitization of other internal and external media components in DODI 8500.2 "Information Assurance (IA) Implementation," 6 Feb 2003 (see PECS-1 in enclosure 4 Attachment 5) and DoD 5220.22-M "Industrial Security Program Operating Manual (NISPOM)," (Chapter 8).

H.10.2.9. Ports Protocols and Services. Vendors shall follow all current DoD and Defense Information Systems Agency (DISA) standards and requirements for acceptable Ports, Protocols, and Services. Any requests for exception to using the current DISA Ports, Protocols, and Services standards requires an request for exception sent through the Program Manager to the DAA.

H.10.2.10 Public Key Infrastructure and Encryption. Vendors shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication. Where interoperable PKI is required for the exchange of unclassified information between DoD and its vendors and contractors, industry partners shall obtain all necessary certificates. Vendors must turn over to the Government all encryption keys for deployed systems, backdoor algorithms, and procedures for their use in remote support. The Vendor must provide a written report detailing all of the above, prior to task order expiration, regardless of modifications or extensions.

H.10.3 Information Systems (IS)/Networks Physical Security

The contractor shall employ physical security safeguards for IS/Networks involved in processing or storage of Government Data to prevent the unauthorized access, disclosure, modification, destruction, use, etc., and to otherwise protect the confidentiality and ensure use conforms with DoD regulations. In addition, the contractor will support a Physical Security Audit performed by the Government of the contractor's internal information management infrastructure. The MHS Physical Security Audit Matrix is available at:

http://www.tricare.osd.mil/tmis_new/Policy/PSA_Matrix_%20012304%200930%20clean%20version.xls. The contractor shall correct any deficiencies identified by the Government of the contractor's physical security posture. The contractor shall be required to follow all requirements in the MHS Information Assurance Policy. New MHS policies will be posted to the following website: http://www.tricare.osd.mil/tmis_new/IA.htm.

H.11 CONTRACTOR ACCESS TO DoD SYSTEMS

The contractor shall contact the COR and COTRs after being awarded a contract if access to a DoD system is required. The contractor is responsible for submitting the SF85P and FD 258 for their respective contractor employees if the Contractor employees are required to gain access to a DoD system for performance of this contract. As such, contractor personnel shall undergo appropriate background investigation (Trustworthiness Determination for Public Trust positions/ADP-IT) or have a security clearance and Information Assurance training if deemed necessary. The Contractor should be prepared for this process to take at least two (2) weeks.

Prior to the submission of the SF85P for new contractor employees, the contractor's Facility Security Officer (FSO) shall submit the contract number, contract start date, contract end date, personnel names, and the ADP position designations, to the designated COTRs for verification and approval with a list of personnel being submitted for an ADP/IT Trustworthiness Determination. The Contractor's FSO shall submit all appropriate forms as provided by the COTRs to request a background investigation to the Office of Personnel Management (OPM) and obtain receipt confirmation as a prerequisite for contractor personnel to access DoD systems. The Standard Form 85P is available at: <http://www.tricare.osd.mil/tmapivacy/sf85p.pdf>.

The Contracting company shall ensure all contractor personnel are designated as ADP/IT-I, ADP/IT-II where their duties meet the criteria of the position sensitivity designations.

The contractor must notify the COR and COTRs when the security officer has submitted the SF85P user form to OPM for new employees. Upon termination of a contractor employee from the contract, the contractor's FSO must notify the COR and COTRs and OPM of the action, including the termination date. In both cases, the COR or the COTR must notify the Deputy Director, TMA Privacy Office at Pamela.Schmidt@tma.osd.mil. All emails should be sent using CAC encryption.

Non-U.S. Citizens - Only United States citizens shall be granted a personnel security clearance, assigned to sensitive duties, or granted access to classified information unless approved by an authority designated in Appendix 6...etc. Exceptions to these requirements shall be permitted only for compelling national security reasons. (DoD 5200.2-R. C2.1.1, AP6.6.1) Non-U.S. citizens are not being adjudicated by any government agency for a trustworthiness determination at this time. Non-U.S. Citizens are not allowed access to any DoD systems/networks

The contractor shall ensure that data which contains PHI is continuously protected from unauthorized access, use, modification, or disclosure. The contractor shall comply with all previously stated requirements for HIPAA, Personnel Security, Electronic Security, and Physical Security.

Termination of access - Upon termination of a contractor employee the Contractor Point of Contact shall forward a request to have the employee deleted from DoD system access to the COR and COTRs

H.12 FILES SECURITY

The Contractor will maintain and update accurate files of documentation records and reports as required under the terms of this contract. The Contractor will not allow access to the files by any Government agency, non-Government agency or individual unless specifically authorized by the COR or KO. Files will be made available to the KO, or the COR upon request. The automated data files are the property of the Government and will be turned over to the KO or the COR at the completion or termination of this contract. A daily back up of computer records and files shall be performed. A password protection procedure shall be used for all patient and research records.

H.13 GOVERNMENT FURNISHED PROPERTY

For performance of this contract, the Government may furnish property, materials, supplies, equipment, information, and facilities. All Contractor-provided supplies and equipment shall meet current Occupational Safety and Health Administration (OSHA) standards at all times during performance of this contract. In the context of this contract, Government Furnished Property (GFP) will include all property, materials, supplies, equipment, information, and facilities provided by the Government or acquired by the Contractor (under the terms of this contract) during performance of this effort.

The Contractor shall be responsible for providing all general supplies needed in the support of this contract except as specifically mentioned within this section. The Government shall not be responsible for any supplies except for Government forms.

H.13.1 Government-Furnished Facilities

If deemed necessary for performance of this contract, the Government will provide the Contractor with adequate administrative office space for NTE five (5) Key Personnel at each performance location. Office space shall be consistent with DoD Standards for administrative areas and be environmentally controlled. Telephone, Computer, and Internet connectivity will be provided as part of the office space. These furnished capabilities shall only be used for Government business. No other space will be made available.

H.13.1.1 Maintenance of Government-Furnished Facilities

All upkeep and maintenance for Government-furnished office areas will be provided by the Government. The Contractor will maintain accepted housekeeping standards in office areas workshops, and break areas allocated for Contractor use.

H.13.1.2 Utilities:

The Government will provide all utilities for all Government facilities and administrative offices to the Contractor at no cost. (Natural Gas, Propane, CO2, Nitrogen, Water, Electricity and other similar requirements). The Contractor will instruct employees in appropriate utility conservation policies. Contractor employees and the Contractor will operate under conditions, which preclude the waste of

utilities. The Contractor will comply with conservation directives at any location where services are being performed.

H.13.1.3 Key and Electronic Pass Control:

The Contractor will be provided with keys or key cards as necessary to allow access to all buildings and or secured rooms requiring Contractor entry. Electronic passes may be used. All keys provided to the Contractor will not be duplicated, or issued to any individual to be retained in his/her possession while not physically performing duties on the installation. Keys will be safeguarded and controlled in accordance applicable security regulations. Methods will be established to ensure all keys issued by the Government for Contractor employee use are not lost, misplaced and or used by unauthorized persons.

H.13.1.3.1 *Lost or Duplicated Keys:*

All occurrences of lost or unauthorized duplication of keys must be immediately reported to the COR. If keys are lost or duplicated, the Contractor may be required with written direction of the KO to re-key or replace the affected lock or locks without cost to the Government. The Government may replace the affected lock(s) or perform re-keying and charge the Contractor. In the event a master key is lost or duplicated the Government shall replace or have replaced all locks and the total cost shall be charged to the Contractor.

H.13.1.4 Contractor Offices and Work Areas:

At all times, work areas including office areas and work rooms provided to the Contractor shall be maintained in a clean, safe and secure manner and shall be free from accumulations of waste material, rubbish, equipment, and materials. Upon completion of the job or when away from the work site, the work area and premises will be in a clean, neat, and safe condition. Hazardous and non-hazardous wastes and other job-related waste material will be disposed of or stored according to the local installation procedures.

H.13.1.5 Fire and Security Forces:

Local procedures on fire prevention and security will be followed. Telephone numbers of the Installation Security Forces and Fire Department will be posted for easy access by employees. Burning of any material in an office or work area, other than a research lab when part of a protocol, is prohibited. The authority having jurisdiction, prior to starting work, will approve any work that may interfere with fire exit routes and/or exits. A copy of the procedures shall be provided to the COR for appropriate approval. Any reportable fire, safety or security violation shall be brought to the attention of the COR, Site Director, or KO immediately.

H.13.2 Government-Furnished Information

The Government may turn over or otherwise make available documentation at the sites where work is being performed. The Contractor will maintain, add to and/or update the documentation of technical data related to the operation and performance of patient care, research and training. The documentation will be further developed as required and will consist of technical information, such as Standard Operating Procedures (SOPs), IRB Approval Process, etc. The Contractor will compile technical libraries of this documentation during the term of this contract. The library will remain property of the Government.

H.13.3 Contractor Acquired Property/Material/Equipment

H.13.3.1 Contractor-Furnished (Purchased) Materials, Services and Parts

The Government shall provide or shall reimburse the Contractor for all COR approved materials, services, and equipment needed to perform services under this contract in strict accordance with the contract provisions and clauses. With approval from the COR or COR designee for expenditures over five-thousand

dollars (\$5,000) the Contractor will procure store, issue, and account for all supplies, equipment and other materials used in accomplishing this contract using an automated auditable system.

H.13.3.2 Contractor Procurement of Reimbursable Items

The Government will be invoiced for reimbursable equipment, materials, and supplies. The invoice will be supported by an itemized list of all reimbursable items used, showing the item description, quantity, unit cost, total cost and the project for which the purchase was made. Contractor shall provide an itemized list of reimbursable items purchased under the cost reimbursement portion of this contract attached to the Contractor's invoices. Contractor shall maintain all original delivery tickets, sales receipts, or other documents identifying items purchased under this contract. Original delivery tickets, sales receipts, or other documents identifying items purchased under this contract shall be available within 1 day after agency request for KO and audit review.

H.14 ENVIRONMENTAL CONTROLS

H.14.1 Compliance with Laws and Regulations:

Strict compliance with all applicable Federal, State, and local laws, regulations, and requirements regarding environmental protection shall be met. Policies and procedures will be established to protect the health and safety of patients, employees and the community and minimize or eliminate the risk of environmental pollution. The Contractor shall comply with the installations or site Hazardous Waste Management Plan where services are provided.

H.14.2 Notification of Environmental Spills:

If a spill or release of any substance listed in CFR 40.302 occurs, the Contractor will immediately report the incident in accordance with local regulations and notify the COR.

H.14.3 Hazard Communication Program:

The Contractor shall establish a Hazard Communication Program for all employees in accordance with OSHA requirements. Use of the facility or Government program is authorized as modified for Contractor's employees.

H.14.4 Hazardous Substance Abatement:

Abatement of hazardous substances will be conducted in accordance with the site, installation or activities Hazardous Waste Plan where services are performed. The installation or location where work is performed shall provide abatement services as available.

H.15 SITE SPECIFIC SECURITY REQUIREMENTS:

Contractor and subcontractor employees shall comply with each installation and Military Treatment Facility (MTF) personnel identification and access requirements. The Contractor is responsible for absences of contract employees due to expired identification and access documents.

Each Contractor employee shall wear a visible Security Badge ID provided by the MTF or the Military Installation, on the left front of his/her outer clothing. The badge must show the full name, title, and if required by the Military, the word "Contractor" in front.

The Contractor shall immediately report any lost or stolen badges to their Supervisor, Contracting Officer's Representative (COR) or designee.

Vehicle Registration. Contractor and subcontractor employees shall comply with the local installation requirements for vehicle registration and operation on the military facility. Any vehicle operated by the Contractor or

subcontractor in the performance of this service must have the minimum liability coverage required by the state in which the installation is located.

H.16 RELEASE OF INFORMATION

The Contractor shall not release any information concerning performance under this contract without written authorization from the COR.

H.17 KEY PERSONNEL

a. The Contractor agrees to utilize the following Key Personnel on this contract:

Project Manager
Other Contractor Proposed/Government Approved

b. The above Key Personnel shall be utilized as necessary to fulfill the requirements of this contract.

c. The offeror must provide thorough and detailed documentation of the experience, abilities, and background for Key Personnel under this contract in the form of resumes—Such documentation should include but not be limited to: name, curriculum vitae, type and description of experience.

d. Substitution of proposed Key Personnel will not be allowed for a period of six months after award, except in cases of death, illness, or other extreme circumstance. Any substitution or replacement Key Personnel shall have qualifications equal to or **better** than the individuals being replaced. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.

e. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). Any replacement personnel shall have qualifications that are equal to or **better** than the qualifications of the person to be replaced. Also, Contractor personnel must submit necessary information to be granted access to Government systems prior to reporting for work under this contract. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

f. If any of the listed Key Personnel are subcontractor personnel, the contractor shall include the substance of this clause in any subcontract which he awards under this contract.

H.18 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST CERTIFICATION

Organizational Conflict of Interest (OCI): It is recognized that the effort to be performed by the Contractor under the resulting contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under FAR Subpart 9.5.

Each Offeror must agree not utilize procurement sensitive or proprietary data derived from this contract in the performance of future competitive contracts, procured thorough either sealed bid or competitive negotiations. Each Offeror shall further agree not to act as a Subcontractor or Consultant to any other Prime Contractor or Subcontractor seeking to utilize such procurement sensitive or proprietary data.

H.18.1. ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. This clause shall have effect from contract award through contract end.

H.19 CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

When contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written or verbal communications.

The following have been deleted:

USAMRAA 52.009- ORGANIZATIONAL AND CONSULTANT CONFLICTS 4004	OF INTEREST (MAR 1999) (USAMRAA)	MAR 2007
USAMRAA 52.037- CONTRACTOR IDENTIFICATION (DEC 4000	2000)(USAMRAA)	MAR 2007

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

INSTRUCTION TO OFFERORS

L.1 PROPOSAL CONTENT AND INSTRUCTIONS FOR PREPARATION OF PROPOSALS PROPOSAL CONTENT AND INSTRUCTIONS FOR PREPARATION OF PROPOSALS

Introduction and Purpose - This section specifies the format and content that Offerors shall use in this Request for Proposal (RFP). The intent is not to restrict the Offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Proposals shall be in the form prescribed by, and shall contain a response to, each of the areas identified in Section L.2. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

Proposals must be submitted and received in five (5) separate volumes (I, II, III, IV, and V).

A complete Volume II, Past Performance, shall be submitted no later than **7 August 2009 by 2 PM Local Time, Frederick, MD.**

A complete Volume I, Technical Approach, Relevant Experience, and Management Planning; Volume III, Small Business Participation Plan; Volume IV, Cost/Price; and Volume V, Solicitation, Offer and Award Documents and Certifications/Representations, shall be submitted no later than **21 August 2009 by 2 PM Local Time, Frederick, MD.**

If any one proposal volume is received past the respective stated closing date specified in this solicitation, the entire proposal will be considered late. No further consideration will be given to any Offeror who submits any of these volumes late IAW FAR 15.208(b).

Proposals shall be submitted consistent with the instructions below. Proposals shall be submitted to the following address:

Director
U.S. Army Medical Research Acquisition Activity (USAMRAA)
Attn: MCMR-AAA-P/W81XWH-09-R-0018/(Laurel Carey)
820 Chandler Street,
Fort Detrick, MD 21702-5014

Questions concerning this solicitation must be submitted in writing via email no later than **6 July 2009 by 2 PM Local Time, Frederick, MD.** Questions must be sent via email to both laurel.carey@amedd.army.mil and darrell.beaver@amedd.army.mil, Subject: W81XWH-09-R-0018. No telephonic questions will be accepted. Answers to questions will be addressed by amendment to the solicitation which will be posted on the USAMRAA website, www.usamraa.army.mil. In the event that multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the same issue.

L.2 FILE AND FORMATTING REQUIREMENTS

L.2.1. Format. The Government's preferred format is as follows: The submission should be clearly indexed and logically assembled. Each volume should be clearly identified and should begin at the top of a page. All pages of each volume should be appropriately numbered and identified by the complete company name, date and

solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files should use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1”
 Gutter – 0”
 From Edge – Header, Footer - 0.5”
 Page Size, Width – 8.5”
 Page Size, Height – 11”

The following additional features are requested:

Each paragraph should be separated by at least one blank line. A standard, 12-point minimum font size applies. New Times Roman font is preferred. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

L.2.2 File Packaging. None of the proposal files shall be compressed (zipped). Zipped files cannot be opened by the Contracting Office.

Page Limitations: Page limitations shall be treated as maximums. If exceeded, the excess pages will not be considered in the evaluation of the proposal and will be destroyed without review. The following table contains all page limit requirements. Offerors are required to provide their proposals in separate proposal volumes as shown in the table below. Volume I shall be tabbed to separate major sections—e.g., Technical Approach, Relevant Experience, and Management Planning. Offerors may also tab the individual plans under the Management Planning section. Tabs will not count against the indicated page limits and shall contain no other information besides tab title. Offerors shall provide the number of hard and electronic file copies as follows:

Proposal Packaging Instructions

Volume	Title	Page Limit	Number of Hard/Electronic Copies
Volume I	Technical Approach, Relevant Experience, Management Planning	45, 15, 70	7/2
Volume II	Past Performance	<u>20</u>	4/2
Volume III	Small Business Participation Plan	N/A	2/2
Volume IV	Cost/Price	N/A	3/2
Volume V	Solicitation, Offer and Award Documents and Certifications/ Representations:	N/A	2/2

L.2.3 Electronic Copies. The electronic portion of the proposal shall be submitted on virus-free CD-ROMs compatible with Microsoft Office 2003 applications. In addition, each CD-ROM must be made “final.” “Final” is a recording option that renders the CD totally used so no other data tracks can be added. Do not use compressed file formats. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. A separate CD is required for each volume identified above. Documents such as previously printed materials, graphics or any other documents that cannot be submitted in electronic form are exempt, but if provided in hard copy, will be considered in the page count. A directory shall also be placed on the CD, if it contains more than one file.

L.2.4 Email Attachments. For the few documents specifically identified within this solicitation to be submitted via email, e.g. Section L.3.4(4), Offerors shall not use the following attachment types:

.ace, .ad, .ade, .adp, .asp, .b64, .bas, .bat, .bat., .bhx, .ce0, .ceo, .chm, .cmd, .com, .com., .cpl, .crt, .dbx, .dll, .doc.bat, .doc.com, .doc.pif, .dot, .eml, .exe, .exe., .hlp, .hqx, .hta, .inf, .ins, .js, .jse, .lnk, .mdb, .mde, .mim, .msi, .msp, .nch, .ocx, .pi, .pif, .rar, .reg, .scr, .sct, .shb, .shs, .txt.scr, .upx, .url, .uu, .uue, .vbe, .vbs, .vss, .vst, .vsw, .wmi, .ws, .wsc, .wsf, .wsh, .xxe, .zip

NETCOM Guidance 2004-11A, requires that such types of email attachments will be blocked to prevent email based viruses and will not be recoverable. Since this is an Army policy, we are unable to grant exceptions. The contracting office will not extend the due date and time to allow the resubmission of attachments in acceptable formats.

L.3 VOLUME CONTENT

L.3.1 Volume I – Technical Approach. The Offeror shall submit a written technical proposal which effectively demonstrates the Offeror's understanding of the requirements, an ability to meet all of the functional requirements, terms and conditions contained therein, and provides a successful technical solution for the prospective contract. The Offeror's proposal response shall demonstrate the Offeror's understanding of tasks to be performed, as well as the technical approach and methodology and flexibility that will be utilized in accomplishing any resultant award.

The Offeror shall describe, in detail, its technical approach and overall ability to perform IO&T services. This description shall, at a minimum, specifically address the Offeror's approach for:

- Hospital Transition and Activation Services
- Comprehensive Equipment Services
- Equipment Provisioning and Associated Services
- Equipment Transition and Relocation Services
- Information Assurance Compliance
- Transition of Government Records and Files
- Formal Testing and Calibration
- Training
- Final Turnover and Close Out

L.3.2 Volume I – Management Planning. The Offeror proposal shall demonstrate how the Contractor's proposed management planning approach will achieve the goal of delivering timely high quality services within stated timelines for this requirement if awarded the contract. The Offeror's proposal shall demonstrate an understanding of the major deliverables identified in the solicitation in sufficient detail to provide the Government an understanding of the manner and method of management during contract performance and should detail the effectiveness of the Offeror's overall contract/program management, integration of the effort with the Offeror's proposed partners, subcontract management, vendor management, preliminary timeline and sequence of events. The Offeror's proposal shall identify the proposed tracking tool, its tracking and reporting capabilities, and specifically how the Offeror will utilize the system in managing this contract. The Offeror is encouraged to provide a URL and password to access a notional version of the tracking tool.

The Offeror shall provide the following draft plans and approaches to developing their final versions:

- Project Management Plan
- Integrated Master Schedule
- Warranty Management Plan

- Staffing Plan
- Subcontract Management Plan
- Risk Management Plan
- Quality Control Plan
- Tracking Tool User Manual (excluded from page limit restrictions)

NOTE: Duplication of information contained within the Technical Approach and the Management Planning portions of Volume I will not be positively evaluated. These evaluation factors are intended to be two separate elements and the Offerors are cautioned to refrain from duplicating discussion. Reference can be made between discussions if necessary, but duplication of information is not desired.

L.3.3 Volume I– Relevant Experience. The Offeror shall submit written information which effectively demonstrates the Offeror’s relevant experience in performing services contained within the solicitation. The proposal shall provide evidence of the Offeror’s experience (for this purpose, experience refers to what an Offeror has done, not how well it was accomplished) in performing proposed processes and procedures. The Offeror’s proposal shall demonstrate the amount of relevant corporate experience the Offeror possesses, as well as demonstrate the amount of relevant experience possessed by the proposed Key Personnel. The Offeror shall provide evidence that the organization has current capabilities for assuring performance of this requirement. Evidence of supporting sub-contractors, consultants, and business partners will be considered. Experience shall show: (a) Appropriate mix and balance of education and training of team members and (b) Quality and effectiveness insofar as the allocation of personnel and resources.

The Offeror’s proposal shall demonstrate experience as a company in providing support services for Hospital Transition and Activation Services, Comprehensive Equipment Services, Equipment Provisioning and Associated Services, Equipment Transition and Relocation Services, Transition of Government Records and Files, Formal Testing and Calibration, Training, Final Turnover and Close Out, and other functional areas contained in the PWS on programs of similar size, scope, and complexity at other organizations and/or other Federal Agencies within the past three (3) years. The Offeror shall submit resumes of proposed Key Personnel; resumes of Key Personnel do not count against the page totals for this volume. These resumes shall include a list of relevant training, education, and certifications. Proof of such may be requested prior to beginning work.

NOTE: Substitutions of proposed Key Personnel will not be allowed for a period of six months after award, except in cases of death, illness, or other extreme circumstance. Any substitution or replacement Key Personnel shall have qualification equal to or greater than the individuals proposed. The Government must pre-approve any replacement or substitution of Key Personnel.

L.3.4 Volume II – Past Performance. Offerors shall submit a list, **to include contract number, project title, and dollar value**, of no more than 10 Government and/or Commercial contracts relevant to this procurement held as a Prime Contractor, or where identified as a Major Subcontractor, ongoing or awarded during the past 3 years. For all Subcontractors proposed for this award, provide a similar list of information relevant to the efforts required by this solicitation. Relevant efforts are defined as:

- Hospital Transition and Activation Services
- Project Management Services
- Comprehensive Equipment Services
- Equipment Provisioning and Associated Services
- Equipment Transition and Relocation Services
- Information Assurance Compliance
- Transition of Government Records and Files

- Formal Testing and Calibration
- Training
- Final Turnover and Close Out

The Offeror shall provide data (**paragraphs (1) – (4) below**) on 3 – 5 of the listed contracts **for each the Prime Contractor and any proposed Subcontractors.** Data concerning the Prime Contractor (Offeror) shall be provided first, followed by each proposed Subcontractor, in alphabetical order. This volume shall be organized into the following sections:

- (1) **Section 1 – Contract Descriptions.** This section shall include the information listed in the Past Performance Risk Reference Sheet (In Section J of the RFP and Appendix B to the SSP).
 - i. Points of Contact (POCs) must be either Government personnel (civil service or military) or employees of private sector clients (such as public or private sector medical facilities) with whom you have provided services. Information provided by or for POCs who work directly for your company, or indirectly (i.e. in a Prime or Subcontractor relationship), will NOT be considered relevant.
 - ii. Subcontractor Consent: If a subcontracting relationship is proposed, the Offeror shall submit the consent of its proposed Subcontractor(s) to disclose their past performance information to the Prime Contractor (Offeror) along with the Offeror's proposal submission. If the proposed Subcontractor(s) consent is not provided at the time of the Offeror's proposal submission, the past performance information for the Subcontractor(s) may not be considered by the government in assessing the Offeror's past performance.
- (2) **Section 2 - Narratives.** Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.
 - i. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed Subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (3) **Section 3 – New Corporate Entities.** New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.
- (4) **Past Performance Risk Assessment Questionnaire.** The Offeror shall complete Part I of the Performance Risk Assessment Questionnaire and e-mail the questionnaire to both the Government Contract Specialist and relevant references. The relevant references shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist not later than the closing date for Volumes I, III, IV and V to Laurel.Carey@amedd.army.mil. The Offeror shall also e-mail to the Contract Specialist a list of all the relevant References who were sent a questionnaire **by no later than 31 July 2009 by 2 PM Local Time, Frederick, MD.** The Offeror shall submit an addendum to this list of relevant References to illustrate the status of the questionnaire completion and submission to the Contract Specialist every 10 days thereafter. **The Offeror shall ensure that attachments are in acceptable format, reference Section L.2.4 Email Attachments.**

L.3.5 Volume III – Small Business Participation Plan. Offerors shall comply with the following:

- (1) **Submittal:** All Offerors, both small and large businesses, shall submit Small Business Participation Plan information relevant to the services portion of the requirement (CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013) in accordance with DFARS 215.304 that shall include the following:
 - (a) Type of Business of Prime Contractor:
 - Large
 - Small
 - Small Non-Disadvantaged Business
 - Small Disadvantaged Business
 - Woman-Owned Small Business
 - HUB Zone Small Business
 - Veteran Owned Small Business
 - Service-Disabled Veteran-Owned Small Business
 - Historically Black College and Universities/Minority Institutions
 - (b) Percentage of participation as a Prime Contractor
 - (c) Percentage of Total Contract Value of Subcontracts planned for:

Percentage of Total Contract Value of Subcontracts

Contracted Entity Type	Percentage of Total Value of CLINs 0001, 0002, 0013, 1001, 1002, 1013, 2001, 2002, and 2013
Large	%
Total Small	%
<i>Small Non-Disadvantaged Business</i>	%
<i>Small Disadvantaged Business</i>	%
<i>Woman-Owned Small Business</i>	%
<i>Service-Disabled Veteran-Owned Small Business</i>	%
<i>Veteran-Owned Small Business</i>	%
<i>HUB Zone Small Business</i>	%
<i>Historically Black College and Universities/Minority Institutions (HBCU/MI)</i>	%

- (d) Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. The sum of the percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for Total Small. However, the sum of all the percentages under Paragraph (d) need not equal 100% since the Prime is not included and individual Subcontractors may be counted towards more than one category. All percentages should use **TOTAL VALUE OF CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013** as a baseline. Detailed explanations shall also be provided when the percentages fall short of the Small Business Goals listed below:

Small Business Goals

Category	Goal
Small Business (inclusive of all categories below)	35% requirement includes % below
<i>Small Non-Disadvantaged Business</i>	(objective 15%)

<i>Small Disadvantaged Business</i>	(objective) 5%
<i>Woman-Owned Small Business</i>	(objective) 5%
<i>Service-Disabled Veteran-Owned Small Business</i>	(objective) 3%
<i>Veteran Owned Small Business</i>	(objective) 3%
<i>Hub-Zone Small Business</i>	(objective) 2%
<i>Historically Black College and Universities/Minority Institutions(HBCU/MI)</i>	(objective) 2%

- (e) List principal services (be specific) to be subcontracted to:

Subcontracted Services

Contracted Entity Type	Name of Company	Type of Service
Large		
Total Small		
<i>Small Non-Disadvantaged Business</i>		
<i>Small Disadvantaged Business</i>		
<i>Woman-Owned Small Business</i>		
<i>Service-Disabled Veteran-Owned Small Business</i>		
<i>Veteran-Owned Small Business</i>		
<i>HUB Zone Small Business</i>		
<i>Historically Black College and Universities/Minority Institutions (HBCU/MI)</i>		

NOTE: For the purpose of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged.

- (f) **Prior Performance Information:** Provide any information substantiating the Offeror's track record of utilizing small business on past contracts. For Large Business: include ACO rating and SF 295 Information. For Large and Small businesses: provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business Subcontractors, such as mentor-protégé relationships, should be provided.
- (g) **Extent of Commitment:** Provide documentation regarding enforceable commitments to utilize any Small Business category, as defined in FAR Part 19, as Subcontractors.
- (2) **Small Business Subcontracting Plan:** Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both large and small businesses. The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a large business and will be incorporated into any resultant contract.

L.3.6 Volume IV – Cost/Price. Breakdown of cost data is required under this solicitation as set forth below. Certified Cost and Pricing Data will not be required if adequate competition exists. If the Government determines adequate competition was not obtained, the Government reserves the right to request certified cost and pricing data.

- (1) A completed Excel Pricing Sheet shall be submitted using the format provided.
- (2) Basis of estimate in the Excel Pricing Sheet shall be supported by information for each cost element consistent with Offeror's cost accounting system. The supporting breakdown includes elements such as direct labor (labor categories, hours, rates), fringe benefit rates, indirect rates, Subcontractor costs and other direct costs (ODCs) such as materials, supplies, equipment, and property. For direct labor, the Offeror must address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from either or both. The proposal must also identify the Offeror's proposed fee and the methodology followed to reach the fee amount. For Offeror's who have Forward Pricing Rate Agreements (FPRAs) or other DCAA approvals that demonstrate the pre-approval of certain labor rates or indirect rates,

please submit a copy of the approval. Should rates be used in the proposal, which are not DCAA approved, the Offeror shall provide complete documentation and the rationale for their use at time of proposal submission. For any significant ODC purchases (exceeding \$3,000), the Offeror shall provide a Basis of Estimate (BOE) and submit any quotations, published price lists, or other sources of information used to develop the proposed Cost/Price amount.

- (3) The fixed fee proposed for CLINs 0001, 0002, 1001, 1002, 2001 and 2002 shall not exceed 3%. Fee is unallowable on the remaining CLINs. If desired, the Offeror may propose an alternate incentive fee structure for the Incentive Plan provided as Attachment 8 to the RFP.

The Offeror should provide a narrative describing performance and other risks assessed, judgmental factors applied, and assumptions made in preparing the cost and price proposal. This requirement is also a part of the proposal and may be cross-referenced. The Offeror's proposal must describe an approach to mitigate risks throughout the performance of the contract. Any assumptions, exceptions, or objections employed to develop the Offeror's proposal must be identified.

L.3.7 Volume V - Solicitation, Offer and Award Documents and Certifications /Representations. Each Offeror shall complete (fill-in and signatures) Section A of the solicitation (Standard Form 33 (SF 33), Solicitation, Offer and Award provided with the solicitation. An authorized official of the firm shall sign the SF 33 and acknowledge receipt of all amendments issued. An Acrobat PDF file shall be created to capture the signatures for submission.

Completed SECTION K – Representations, Certifications and Other Statements of Offerors of this Solicitation. The Offeror shall complete the annual representations and certifications electronically through the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>. In addition to submission to ORCA, the Offeror shall complete the provisions in Section K and submit a hard or electronic copy in Volume V of their proposal.

L.4 REVIEW OF AGENCY PROTESTS

a. The contracting activity, U.S. Army Medical Research Acquisition Activity (USAMRAA), will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

b. The reviewing authority is the Contracting Officer.

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Medical Research Acquisition Activity
MRMC-AAA-P
ATTN: Laurie E. Hovermale, Contracting Officer
820 Chandler Street
Fort Detrick, MD 21702

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(End of Summary of Changes)