

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 65
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 29-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 the amendment is to provide answers to questions and 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)		29-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 2

Questions and Answers 13 -

Note: Questions 1 – 12 were answered via Amendment 0001.

Question 13: Section B.6, page 3 states, “ODCs other than travel may include G&A charges and/or Material and Handling (M/H) charges.”

- a. Is the Government saying that G&A and/or M&H charges are not allowed on travel?
- b. If the contractor’s DCAA approved accounting systems and disclosure statement consistently includes G&A on travel would the Government please reconsider? G&A is a valid cost associated with travel.

Answer 13: Sections B.6 and C.4.2 have been revised to remove the prohibition of applying G&A on travel. If the contractor’s DCAA approved accounting systems and disclosure statement consistently includes G&A on travel, it may be proposed.

Question 14: Section B, Item 0013 ODC’s, page 9 states, “Other Direct Costs allocable to program management support services and equipment/furniture provisioning such as but not limited to fixed-price subcontracts, shipping/transportation, warehousing fee, office space, local travel.”

- a. Would the Government please define what they mean by local travel and what is included?
- b. Per question 1 above, would G&A be allowed on the local travel?

Answer 14:

- a. Local travel is travel of a short distance for which the Joint Travel Regulation does not provide payment of per diem or lodging, and is generally less than 50 miles.
- b. See answer to Question 13 above.

Question 15: RFP Reference: Page 3, Section B, paragraph B.5. Request for Clarification / Question: “*Provided to the Offerors on the Excel Pricing Sheet (Attachment 13) is the Government’s total estimated price of equipment and furniture and furnishings to be provisioned as shown in Attachments 1 – 6.*” For costing purposes, would the Government provide direct linkages from each applicable CLIN in Attachment 13 to Attachments 1-6, including CLIN to LIN/JSN references?

Answer 15: The Government has updated Attachments 1-4 to reflect linkages between each piece of equipment, including LIN/JSN, and the applicable CLIN in Attachment 13. Additionally, the Government has indicated the “Contract Period” (“Base Period” or “Option Period 1”) in which the equipment is to be procured. At this time, no equipment is anticipated to be procured by the Contractor in Option Period 2.

Equipment listed in Attachment 5, “Other Contractor Provisioned and Installed Equipment”, and Attachment 6, “Reuse Equipment to be Uninstalled, Moved/Relocated, and Reinstalled by the Contractor”, will not be procured by this Contractor, is not impacted by this question, and remains unchanged.

Question 16: RFP Reference: Page 3, Section B, paragraph B.4 and Page 21, Section C, paragraph C.2.2. Request for Clarification / Question: “CLINs 0001, 1001 and 2001 shall reflect proposed prime contractor fully burdened labor costs associated with project management services to complete the requirements of Section 2 of the Performance Work Statement (PWS). CLINs 0002, 1002 and 2002 shall reflect fully burdened proposed subcontract labor costs associated with support services to complete the requirements of Section 2 of the PWS.” If a subcontractor contributes to project management support, as outlined in Section C.2.2, should the subcontractor costs reside in CLIN *001 or *002? Please clarify.

Answer 16: The subcontractor costs associated with project management support should reside in CLIN *002 unless the subcontract is firm fixed price. Any firm fixed price subcontract cost should reside in CLIN *013 as outlined in Sections B.4 and B.6 of the solicitation.

Question 17: CLINs 0003, 0007, 0010, 1003, 1007, 1010 call for the provisioning of OP funded commodities (items over \$250,000). Will contractor be allowed to procure OP items over \$250,000?

Answer 17: Yes, the Contractor will be allowed to procure OP items, if necessary. Updated versions of Attachments 1 through 6 will be provided upon contract award, consistent with Section C.5.0 of the Solicitation.

Question 18: Attachment 13, Excel Pricing Sheet: Why are CLINs 0010, 1003, 1007, and 1009 included in the solicitation when there is no scope to bid on? Recommend removing these CLINs from the solicitation unless this is a placeholder for unanticipated change orders.

Answer 18: CLINs 0010, 1003, 1007 and 1009 are included in the Excel Pricing Sheet for consistency purposes between periods of performance as well as a placeholder for any potential changes in equipment lists that would cause pricing for these CLINs to become necessary.

Question 19: As referenced on page 3, B4, does the 3% fixed fee only apply to CLIN 0001, 1001, 2001, 0002, 1002, and 2002 or is it applied to the total proposed cost of work per performance period? Please provide an example of how this applies. Is it fixed fee plus incentive?

Answer 19: As stated in B.4 and within the CLIN descriptions themselves, CLINs 0001, 1001, 2001, 0002, 1002, and 2002 are Cost Plus Fixed Fee (CPFF) CLINs. Due to the sizable incentive fee that may be earned for exceptional contract performance, the government is limiting the amount of fixed fee the Offeror may propose for each CPFF CLIN up to 3% of the estimated price for the work performed under each CPFF CLIN. For example, if the total estimated price of the work to be performed under CLIN 0001 is \$50,000.00 the maximum fixed fee that can be proposed is \$1,500.00.

Question 20: Attachment 13, Excel Pricing Sheet.; Example: CLIN 0001 you specify: FEE % NOTE: Fee shall not exceed 3%. QUESTION: 3% of what number (e.g. the Equipment, Construction Budget, etc.)?

Answer 20: See response to Answer 19 above.

Question 21: Attachment 13, Section A, paragraph 1, Section L.2.1 – Section A states “that any reformatting of the Excel Pricing Sheet will result in rejection of the Offeror’s entire proposal.” Section L.2.1 states “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.” Is it correct to assume that the intent of the Section A verbiage is to ensure that Offerors do not alter the pricing structures or RFP provided amounts on the Attachment 13 Excel Pricing Sheet and Offerors should include the required information in the header and/or footer?

Answer 21: The Offeror is correct that the pricing structure and RFP amounts on the Attachment 13 Excel Pricing Sheet should not be altered; the Offeror is also correct that 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, consistent with the instructions in the RFP.

Question 22: What is the scope of work for Period 3, November 2011 to November 2012 (Attachment 13)?

Answer 22: The scope of work for the final contract option period from November 2011 to November 2012 is to complete any remaining tasks related to Section C.2.7, Final Turnover and Closeout. A full 12 months of performance may not be necessary.

Question 23: Attachment 13, Excel Pricing Sheet: What were the government estimates based on: average GSA pricing, lowest GSA pricing, vendor quotes, or other estimating method?

Answer 23: The Government equipment estimates are based on the DoD Space and Equipment Planning System (SEPS II) database. Prices found in the DoD SEPS II database are derived from an average of 3 vendor quotes for the equipment item plus applicable inflation.

Question 24: RFP Reference: Pages 4, 10 and 17; Section B, CLINs 0001, 1001, and 2001 and Page 19, Section C.2.0, Scope. Request for Clarification / Question: These CLINs are identified with "Project Management Support to complete project requirements identified in Section 2 of the PWS." Please clarify if the work associated with these CLINs is limited to Project Management support only. Section C.2.0 includes project management support as well as other services such as provisioning, equipment support, and relocation services. Please clarify if these services as performed by the prime contractor are included within the three above CLINs. If not, please clarify which CLINs should include these services as provided by the prime contractor.

Answer 24: Please refer to Section B.4 of the Solicitation for clarification. CLINs 0001, 1001, and 2001 reflect the prime contractor's fully burdened labor costs associated with completing the requirements of Section C.2 of the Solicitation. CLINS 0002, 1002, and 2002 reflect the subcontractor fully burdened labor costs associated with completing the requirements of Section C.2 of the Solicitation, unless the subcontractor is on a firm fixed price basis, in which case the instructions in Section B.6 apply.

Question 25: RFP Reference: Page 19, Section C.1.2 Background. Request for Clarification / Question: Project description does not mention DeWitt Army Community Hospital. It is known that DACF will be supplying Reuse Equipment and Equipment purchased for the future FBCH.

- a. Is the contractor responsible for the transition of this equipment to FBCH and Future Walter Reed?
- b. Is the contractor responsible for moving DeWitt staff and equipment to FBCH? If the contractor is not responsible, then who will conduct this service?

Answer 25:

- a. Yes, the Contractor is responsible for transition of identified reuse equipment currently no reuse equipment has been identified for DACH. Reuse equipment is being definitized and will provided at later date.
- a. Yes, the Contractor is responsible for moving DeWitt Army Community Hospital staff files and identified equipment, less their personal effects. Reference revised Section C.1.2.

Question 26: Please define property management accountability? (page 20- C.2.0 Scope).

Answer 26: The service regulations that define, and relate to, property management accountability include Army Regulation 710–2, *Inventory Management, Supply Policy Below the National Level*; Army Regulation 735–5, *Property Accountability Policies and Procedures for Property Accountability*; Navy Medicine Publication NAVMED P-5132, *Equipment Management Manual*; and Air Force Instruction AFI 41-209, *Medical Logistics Support*.

Question 27: What is the extent of decontamination responsibility in the decommissioning of Walter Reed, and are there any reports indicating hazardous materials? (page 20 – C.2.0 Scope)

Answer 27: The Contractor will not have responsibility for decommissioning of WRAMC, Washington DC. The Contractor may have responsibility for decontamination of equipment at WRAMC. Any additional information that the Government may have will be provided to the Contractor following contract award.

Question 28: Please elaborate on the bonding requirement for the contractors.

Answer 28: No bonding requirements are contained in the solicitation.

Question 29: RFP Reference: Page 20, Section C.2.0 Scope. Request for Clarification / Question: List of scope items states "Receipt, storage, and any required warehousing of new and existing equipment." There is no provision for backup and surplus equipment. Who will store backup and surplus equipment and materials?

Answer 29: The Government's requirement does not include backup and surplus equipment and materials.

Question 30: The solicitation states "ITEM NO SUPPLIES/SERVICES QUANTITY UNIT PRICE AMOUNT 0013 Lot ODCs COST Other Direct Costs allocable to program management support services and equipment/furniture provisioning such as but not limited to fixed-price subcontracts, shipping/transportation, warehousing fees, office space, and local travel. FOB: Destination." This section states Warehouse Fees but provides no square footage. Do you have the square footage of warehouse space you would like us to quote? Is there a way we could conduct a walk- thru of existing space to calculate what it would take to relocate personnel collateral and some of the areas needing better definition? If this is fixed fee cost plus ODC's can we quantify amounts? If this is fixed fee cost plus ODC's can we quantify amounts?

Answer 30: Warehouse fees are listed as an example of the types of direct costs that may be attributable to performance under the resulting contract. The government is not stating the Offeror must propose use of a warehouse. As such, not square footage is available or provided. Site visits or "walk-thrus" are not being offered. The total estimated cost of the Offerors developed ODCs in accordance with their technical approach is to be proposed. A quantified amount will not be deemed responsive.

Question 31: RFP Reference: Page 25, Section C.2.3.2.1 Government Documents, Office Files, Official Records, and Non-Medical Equipment. Request for Clarification / Question: This section requires the contractor to transition Government records and files. What is the total linear feet of patient files required to be moved from all facilities to the new campuses? Of that, how many are x-ray files and are they kept separate from the patient files?

Answer 31: Section C.5.0 of the Solicitation instructs that Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15). Section C.5.0 identifies "Work Planning Estimates – information on North and South Projects' square footage, staffing movement, and volume (net square footage) of files to be Section C.5.0 of the Solicitation instructs that Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15). Section C.5.0 identifies "Work Planning Estimates – information on North and South Projects' square footage, staffing movement, and volume (net square footage) of files to be relocated" among the information to be provided upon request. X-ray files are kept separate from patient files.

Question 32: RFP Reference: Page 20, Section C.2.0 Scope and Page 23, Section C.2.3.1 Equipment Provisioning and Associated Services. Request for Clarification / Question: Solicitation identifies specific makes and models as required for standardization and requires the contractor to implement the competitive process to obtain equipment. Please clarify the contractor's requirement for competitive purchase when the Government limits the source.

Answer 32: The Government is not limiting the Contractor to a single source of supply. Attachments 1-4 for equipment, furniture and furnishings to be provided and installed by the contractor, identify a Joint Schedule Numbers (JSN) for each item. Reference MIL-STD-1691 CONSTRUCTION AND MATERIAL SCHEDULE FOR MILITARY MEDICAL AND DENTAL FACILITIES <http://www.wbdg.org/ccb/M1691/1691.pdf> (See Section C.6.0, Applicable Regulations and Manuals, of the solicitation.). The Contractor shall refer to the JSN to arrive at a

recommendation for standardized items and to conduct the purchasing process. The contractor shall conduct a competitive process in accordance with the Federal Acquisition Regulation. See revised Section C.2.3.1.

Question 33: Page 20 states “Some equipment to be provisioned by the Contractor will be standardized by the Government,” meaning that a specific make and model will be provided. Can you identify which specific items have already been standardized or will be standardized by the Government? If not, can you approximate the percentage of items that will be standardized by the Government?

Answer 33: The Government cannot identify specific items have been, or will be, standardized, at this time. The intention is to standardize as much equipment as possible to ensure interoperability. An approximate percentage of items to be standardized.

Question 34: Does the government intend for the contractor to be involved directly or indirectly in the movement of patients during the performance of the contract? If direct movement of patients is involved will the Government please provide detailed information as to the extent which the contractor is expected to be involved in this including any risk factors or contractor liability issues that the contractor will need to be aware of?

Answer 34: The Contractor will not be involved in the movement of patients.

Question 35: C.2.3, Comprehensive Equipment Services, page 23, bullet point 12: “Provide capital equipment inventory to include the collection of data (asset tag number, Radio-frequency identification (RFID) number, item description, location, manufacturer, condition, age and serial number) from all equipment with a purchase value of over \$500 as well as the retention and turnover to the Government of all hard-copy purchase receipts”. Does this inventory refer to the “existing” equipment and/or the “new” equipment or both?

Answer 35: This requirement refers to both new and existing equipment with a purchase value of over \$500. Only mobile property book equipment (equipment that moves from location to location within the hospital (such as an infusion pump or laptop computer)) will require RFID tags; however, all property book equipment shall have barcodes.

Question 36:

- a. Please clarify and elaborate if the government is presently using a barcode and/or radio frequency identification device (RFID) system to track assets in-real time in these facilities?
- b. If so, will the Contractor be responsible for de-installing, moving, re-installing the same RFID system?
- c. Or, is a “new” system to be tailored, provided and installed by the Contractor?
- d. Exactly, what will be the requirements for a real time tracking system?

Answer 36:

- a. The Government currently has RFID systems to track equipment.
- b. No. The contractor is not responsible for de-installing, moving, re-installing the same RFID systems.
- c. No.
- d. The government is uncertain what you are asking. If you are asking how you are going to track the equipment, the RFID and DMLSS will be utilized. If you are referring to the Contractor’s existing Tracking Tool referenced in the PWS Section C.3.12 this is an existing Contractor owned tool which will be used for real-time monitoring of project cost, schedule, and per performance.

Question 37: Do all medical facilities currently use Radio Frequency Identification Tags (RFID) or is this an expense the contractor shall assume? Who is responsible for the cost, installation and data entry for Radio Frequency Identification Tags on new medical equipment?

Answer 37: Refer to answer to Question 36.

Question 38: Page 23 states the Contractor shall “Provide capital equipment inventory to include the collection of data (asset tag number, RFID number, item description, location, manufacturer, condition, age and serial number) from all equipment with a purchase value of over \$500...” Does this inventory apply to existing equipment, new equipment, or both? Does this apply to all medical buildings on both North and South project sites? Please provide more detail on volume of inventory to be performed.

Answer 38: Reference answer to Question 35.

Question 39: On page 23 of 100 - there is reference to providing a capital equipment inventory...Is this intended to be an inventory of all new items purchased that are in excess of \$500 or is it to include both new and existing/relocating furniture and equipment? If this is to include existing/relocating furniture and equipment, will you provide square footage numbers of the space to be inventoried or an approximate number of items to be inventoried? Also, please confirm that you desire to have all items over \$500 in value bar-coded and tagged with RFID tags.

Answer 39: Reference answer to Question 35.

Section C.5.0 of the Solicitation instructs that Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15). Section C.5.0 identifies “Work Planning Estimates – information on North and South Projects’ square footage, staffing movement, and volume (net square footage) of files to be relocated” among the information to be provided upon request.

Question 40: Section 2.3.2.2 Shipment Receipt and Installation, page 25 states, “the Government will hold the contractor financially liable for any damage to the facilities or equipment that my result from carelessness or insufficient attention to relevant best practices.”

- a) The Contractor respectfully requests the Government to be more specific in order to assess the risk. How exactly will the Government hold the Contractor financially responsible?
- b) What is the mechanism?
- c) How will the amount be calculated?
- d) Could the Government define what would be included in carelessness and insufficient attention?
- e) How would the Government know that any damage to the facilities, i.e. floors, walls etc would be attributable to the Contractor?

Answer 40:

- a. Should any damage to the facilities or equipment result from the IO&T contractor’s carelessness or insufficient attention to relevant best practices, the contractor will be liable to restore the facility to its original condition (quality, material, workmanship, etc.) or restore/replace the equipment.
- b. The mechanism for determining the damage will be based on a pre and post building and room walk-thru inspection with the Government to review and create an “as is” condition punch list.
- c. The amount of damage will be calculated based on actual costs to restore the original condition (quality, material, workmanship, etc.)
- d. The Government defines what would be included in carelessness and insufficient attention as discussed in a. above.
- e. the Government would know that any damage to the facilities, i.e. floors, walls etc would be attributable to the Contractor based on their assessment of b. above.

Question 41: On page 21 of 100 it is noted that the contractor will provide transition services supporting the relocation of staff office files and equipment, equipping of clinics implementing standardization....Please provide numbers of positions relocating or square footage estimates for each "sending" location to assist in our development of a comprehensive price proposal. Is it the JTF's intention to relocate supply areas or to stock them with new materials in the new locations prior to the relocation?

Answer 41: Section C.5.0 of the Solicitation instructs that Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15). Section C.5.0 identifies "Work Planning Estimates – information on North and South Projects' square footage, staffing movement, and volume (net square footage) of files to be relocated" among the information to be provided upon request.

The Contractor may be required to relocate supply areas or stock new materials at the new locations. The Contractor will be required to have the necessary supplies in order to conduct initial equipment startup and installation, as well as supplies necessary for required training.

Question 42: Is the government using in these projects CAD, BIM or different software for drawings?

Answer 42: The Government uses a variety of standard industry software for architectural drawings, including CAD.

Question 43: Page 26 states "the Contractor shall input all provisioned and moved equipment information into the Government logistics automated information system (DMLSS)..." Will DMLSS training be available to Contractor personnel, to include both facility management and equipment modules?

Answer 43: The Government will not train the Contractor on core CMLSS functionality. The Government will only provide site-specific information such as customer identification, DODAAC information, user passwords, etc. The Contractor shall have expertise with current DMLSS functionality in the areas of equipment, facilities, materiel, and medical maintenance modules

Question 44: Request for Clarification / Question: List of scope items states "User and Maintenance Training".

- a. Is training only on bidder supplied equipment?
- b. Is training also required for Reuse equipment?
- c. Who will decide the training schedule and staff required to participate in training?
- d. Multiple training classes may need to be conducted in order to maintain an effective class size. Who is responsible for these decisions - contractor or Command Staff?
- e. Is training limited to locations at FBCH and Walter Reed or will training need to be conducted at additional locations in order to facilitate the BRAC timeline?
- f. Is training conducted during typical business hours or as required to meet the transition and BRAC schedule?

Answer 44:

- a. Training is required on all medical equipment (IAW with the approved Training Plan). The Contractor is responsible for providing vendor- approved training. Operator and maintenance training is required.
- b. Training will be required for reuse equipment. The Contractor is responsible for providing vendor- approved training. Operator and maintenance training is required.

- c. The Contractor will be required to schedule training, with Government COR and COTR coordination and approval. Training will include “day-in-the-life” training.
- d. Multiple classes will be required; these decisions will be made by the COR and COTR.
- e. User training is intended to occur at FBCH at Ft. Belvoir, VA, WRAMC in Washington, DC, and WRNMMC in Bethesda, MD. Biomedical Equipment Technician training will be held at manufacturer-approved training locations or the Government locations.
- f. Training will be required, as necessary, to meet the transition and BRAC schedule. Training will be required for all hospital shifts.

Question 45: Page 28 states “The Contractor shall plan for and coordinate formal training with each vendor/equipment manufacturer for new and reused equipment that is installed under this contract and detail its approach in a Training Plan (Deliverable 5).” If possible, please identify which specific reuse equipment will require training or provide an approximate percentage. Is it accurate to assume separate training will be required at both the North and South project sites?

Answer 45: See answer to question 44.

Question 46: Item C.3.7 Tracking Tool User manual (Deliverable):

- a. Please clarify expected inventory system.
- b. Does this include a RFID, Barcode systems, the Contractor’s Assets Tracking System that interfaces with DMLSS, etc.?
- c. Are systems to be tailored, provided and paid for by the Contractor until “government’s acceptance”? If paid for by Contractor, please clarify “government acceptance”?

Answer 46:

- a. The Government’s property accounting/inventory system is DMLSS. The RFID system interfaces with DMLSS.
- b. The Contractor’s existing Tracking Tool will be used for real-time monitoring of project cost, schedule, and performance. The Government anticipates that the Contractor’s existing tracking system will include capabilities for tracking RFID tag number and barcode number.
- c. No, the Government’s accounting/inventory system will be provided to the contractor for use in inputting data.

Question 47: C.2.3.1 Equipment Provisioning and Associated Services:

- a. Is the Contractor expected to purchase the millions of dollars shown under the equipment/items budget with Contractor’s funds (directly from the suppliers that are approved by government)?
- b. If so, when can the Contractor expect to be paid for the items purchased? After “received/storage/warehouse inspection? Or, after installation, training, etc. (“government’s acceptance”)?
- c. Please clarify “government acceptance. Expected to be months after installation, training, and inspections, etc.)?”

Answer 47:

- a. Yes. The Contractor shall purchase the equipment with contractor funds.

b. The Government will reimburse the Contractor based on submitted invoices for equipment after the equipment is accepted by the government. Should this cause undue hardship for the Offeror, the Offeror can propose an alternate milestone payment schedule with their proposal.

c. "Government acceptance" means after receipt, inspection, installation, testing, calibration, data entry, and required training have been successfully accomplished. See revised Section E.

Question 48: Please clarify "government acceptance" of items as related to the "warranty" period that has to be provided by the Contractor.

Answer 48: Government acceptance" means after receipt, inspection, installation, testing, calibration, data entry, and required training have been successfully accomplished. Per Section C.2.3, the contractor is to negotiate a full manufacturer's warranty for each new piece of equipment such that the benefit of the full warranty is available to the Government for a least one year from the date of delivery of healthcare. See Section C.2.3.2. concerning the warranty for re-use equipment .

Question 49: Page 29 states "The integrated project schedule shall be compatible and coordinated with the JTF CapMed IMS and IM/IT Integrated Project Planning, Scheduling, and Reporting System (IPPSRS)." Please identify the preferred project software(s) that are compatible with IPPSRS if this is to be a part of the Offeror's proposal.

Answer 49: Microsoft Project is preferred.

Question 50: Page 31 indicates the Integrated Master Schedule (Deliverable 8) is due 30 days after contract award. This conflicts with the instructions to Offerors on page 82, which shows a draft version of the Integrated Master Schedule being part of the Offeror's proposal. Which is correct?

Answer 50: Section L.3.2 of the Solicitation instructs the Offeror to provide draft plans and approaches to developing the final versions of required deliverables, including the Integrated Master Schedule; Section L.3.2 does not instruct that the final version is to be delivered. Section C.3.13 (page 31) instructs that the final version of the IMS, Deliverable 8, is due 30 days after contract award.

Question 51: Will deliverable drawing sheets be required to follow specific Corps of Engineer design guides?

Answer 51: Section C of the Solicitation does not require drawing sheets to be delivered, thus the Offeror's question is not clear. However, Section C.5.0 of the Solicitation instructs that Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15).

Question 52: Page 46 indicates that several buildings will be ready for equipment as early as Feb/Mar 2010. The performance period for this contract begins 25 Nov 2009. Considering the short timeframe and holiday season, we have concerns about meeting this delivery schedule, particularly if there are any long lead equipment items that need to be procured. Are these delivery dates still accurate, or have any of them slipped?

Answer 52: These delivery dates are still accurate, and have not slipped as of this time.

Long lead items are being procured under another process and are not a responsibility of this Contractor; these items are identified in Attachment 5, Other Contractor Provisioned and Installed Equipment (OCPIE), to Section C.7.0 of the Solicitation.

Question 53: In order to provide adequate staffing for the transitions is there a way to tour the sites and see the logistics, to actually calculate?

Answer 53: The Government is not providing site tours.

Question 54: The term “standard installation” is used throughout this solicitation- shall we assume all installations will be done during normal business hours? Will we have adequate access to space unencumbered?

Answer 54: The Offeror should not assume that all installations will occur during normal business hours. The Offeror should not anticipate unencumbered access.

Question 55: What process is in place to communicate changes to equipment types, volumes, etc. between now and project award/initiation?

Answer 55: The Government KO/COR shall communicate changes after contract award.

Question 56: Who developed the migration plans discussed in this solicitation?

Answer 56: The Government developed the migration plans; as indicated in Section C.5.0 of the Solicitation, the migration plans will be made available to the successful Offeror following contract award.

Question 57: To what percent completion was the existing CID Package(s) taken? 65%, 95%, 100%?

Answer 57: CID packages are approximately 65% complete; as indicated in Section C.5.0 of the Solicitation, the Comprehensive Interior Design Packages for the North and South Projects will be made available to the successful Offeror following contract award.

Question 58: If the schedules listed in this solicitation turn out to be unrealistic what is the remedy?

Answer 58: The Equipment and Healthcare Delivery Schedule in Section F.3 of the Solicitation is required to meet BRAC mandated timelines, and are realistic. Should the schedules listed in the solicitation be revised, the revised schedule will be provided via solicitation amendments or provided to the successful contractor if revised after award.

Question 59: Shall we make the assumption existing medical equipment has been identified on the construction documents to order to assure adequate utilities, etc.? If so, is this also true for the new equipment placement?

Answer 59: Medical equipment has been identified on the construction documents; this is true for new and existing equipment.

Question 60: In section “C.2.3.2.2 Shipment, Receipt and Installation”, it states “Relocation of all equipment shall include ensuring appropriate packaging and packing, providing for necessary insurance, and ensuring ability to track shipments. The Contractor shall receive, unpack, and dispose of packing materials; and configure, set up, and demonstrate proper system functioning to comply with planned and approved Configurations.” Does this mean that the contractor is responsible for the re installation of all technology equipment that transition to the new site? What does set up mean in this solicitation? In order to provide adequate insurance, we will need the replacement cost of all equipment- can Gov provide replacement cost?

Answer 60: Yes, the contractor is responsible for the reinstallation of all technology equipment that will transition.

In this Solicitation, set up means all required installation, testing, calibration, entry into the property book database (DMLSS), and required training.

For insurance purposes, the Offerors should use \$25M as the replacement cost of reuse equipment. Currently-identified reuse equipment is provided in Attachment 6 to the RFP. The reuse equipment may change as the projects progress.

Question 61: Is furniture install time during normal business hours?

Answer 61: Furniture installation will occur as required to meet the BRAC deadline, and will be scheduled consistent with the Contractor's IMS, as coordinated with the COR and COTR.

Question 62: Is the buyout incentive schedule based on a % savings per item, % savings per CLIN, or % savings per total bottom line (Attachment 8)?

Answer 62: The Offeror should refer to the Incentive Fee Plan provided as Attachment 8 to the Solicitation. Attachment 8 includes illustrative examples of the Incentive Fee application as Examples 1 (Incentive Fee Earned for Meeting O&T Schedule Milestones) and 2 (Incentive Fee for Exceeding Equipment Cost Performance Goals).

Question 63: What are the criteria for "lateness" in the incentive schedule? Is this done by item (Attachment 8)? Which milestones apply for this process (e.g. occupancy by building, occupancy by floor)?

Answer 63: As stated in Attachment 8, Table 2, Minimum, Target, and Maximum Quality level, the criteria for lateness is if the "Ready-for-Equip" milestone is met within the specified window of time for the quality level. Any equipment delivered and installed outside the maximum window of 7 days per Project/Building Ready-for-Equip" schedule will be considered late. The current "Ready-for-Equip" milestone is located at in the 2nd column of Section F.3, Equipment and Healthcare Delivery Schedule. During actual contract performance, the Ready-for-Equip date will become part of the Integrated Master Schedule (IMS) and any revisions to the dates reflected in F.3 will be known real time and used as the measure for lateness. All milestones are applied by Project/Building.

Question 64: RFP Reference No.: Attachment 8, Incentive Fee Plan, Table 2. Request for Clarification/Question: What is the basis for the "negotiated price documented in section B of the contract?" How is the negotiated price calculated? Please clarify the basis for the "negotiated price documented in section B of the contract."

Answer 64: The "negotiated price" documented in Section B of the contract will be the total price of the applicable equipment or furniture provisioning negotiated with the Offeror and accepted by the government at time of contract award. The price for each CLIN is calculated as outlined in Attachment 13, Excel Pricing Sheet for CLINs 0003 through 0012 and CLINS 1003 through 1012. The basis of the negotiated price is the Government's estimated cost of the items plus the contractor proposed G&A and/or Material Handling charge.

Question 65: RFP Reference: FARS 52.222-43 *Service Contract Act of 1965*. Request for Clarification / Question: This clause is referenced in the RFP. However, there is no reference to any of the associated clauses such as 52.222-43, *Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)* to address wage and fringe adjustments on the anniversary date of the multiple year contract, or at the beginning of the renewal option period for employees covered under the act. Recommended Revision to the RFP: Insert this clause and/or provide wage and fringe benefit escalation guidance for Service Contract Act labor?

Answer 65: The recommendation to revise RFP WX81WH-09-R-0018 to insert FAR Clause 52.222-43 is not accepted. The aforementioned clause applies to fixed-price service contracts only. The contract resulting from solicitation WX81WH-09-R-0018 will be a cost-reimbursement type contract. FAR Clause 52.222-41, Service Contract of 1965, is determined to be sufficient.

Question 66: RFP Reference: Page 81, Section L.2.2 File Packaging. Request for Clarification / Question: Will the Government please consider removing such front matter as title page, table of contents, glossary, and cross reference matrix from page count?

Answer 66: The Government has determined that the page limit identified in Section L.2.2 of the Solicitation shall remain unchanged.

Question 67: The Past Performance Volume (II) is currently due to the Government on August 7th. Would the Government be amendable to extending the due date for this volume to August 21st?

Answer 67: The Government is not amenable to extending the due dates. Due dates for submission remain as stated in the solicitation.

Question 68: Proposal volumes I, III, IV, and V are currently due to the Government on August 21, 2009. Would the Government be amenable to extending the due date for these volumes to September 4 2009?

Answer 68: The Government is not amenable to extending the due dates. Due dates for submission remain as stated in the solicitation.

Question 69: RFP Reference: Page 95, Section M, paragraph M.2.5. Request for Clarification / Question: In this section the Government includes a table with the Small Business Goals for this procurement. Please confirm each requirement/objective is NOT a percentage of the total contract value, but a percentage of the total value of CLINs 0001, 0002, 0013, 1001, 1002, 1013, 2001, 2002, and 2013.

Answer 69: The government is confirming that the requirement/objective is a percentage of the total value of CLINs 0001, 0002, 0013, 1001, 1002, 1013, 2001, 2002 and 2013. See revised Section M.2.5.

Question 70: It is stated in the solicitation that it is anticipated that there will be equipment reuse. Will the Government please state if there is expected to be any reuse of furniture?

Answer 70: Yes. The Offeror should refer to the equipment lists provided with the RFP; Attachment 6, Reuse Equipment to be Uninstalled, Moved/Relocated, and Reinstalled by the Contractor, identifies all reuse equipment and furniture.

Question 71: Will the Government state if the IT installation includes networking within the current IT infrastructure?

Answer 71: IT installation does not include networking within the current IT infrastructure.

Question 72: Page 21 states "The Contractor shall implement standardization decisions when provisioning and equipping the North and South Projects."

- a. Please describe the coordination/approval process that will need to occur prior to acquisition.
- b. Will clinicians from both North and South Projects need to agree on a specific make/model for every equipment item and or furniture item?
- c. Is the Contractor expected to facilitate the decision-making process, or solely implement the standardization decisions provided by the Government?
- d. What roles will the facilities own BMET's play in this process and will specific BMET's from the facilities be designated as primary points of contract?
- e. How much control will the contractor have to encourage ordering identical pieces of medical equipment beyond officially implemented standardized medical equipment?
- f. What percentage of the medical equipment will be standardized? In the event of quantity not available, discontinued items, recalled items or other factors out of the contractor's control, explain the process the contractor will use to provide officially standardized products.

Answer 72:

- a. The coordination/approval process that will need to occur prior to acquisition is outlined in Section C of the RFP. Consistent with Section C.2.3, Comprehensive Equipment Services, the Contractor shall document its approach to standardization in a Standardization Plan (Deliverable 2); consistent with Section C.3.1,

Documentation Guidelines, the Government will review and approve the Contractor's Standardization Plan. In accordance with the table in Section C.4.5.3, Performance Evaluation Process, the Surveillance Method for Comprehensive Equipment Services includes 100% inspection and assessment of all Planning deliverables by the COR.

- b. In accordance with Section C.2.0, Scope, Standardization of medical equipment across the North and South Projects is an important aspect of this acquisition and shall be a requirement of the Contractor. Some equipment to be provisioned by the Contractor will be standardized by the Government; the Government will provide the required information to the Contractor by way of Government Furnished Information (GFI) (per Section C.5 of this document). The Government will identify equipment by Joint Schedule Number (JSN) and the specified make and model; the Contractor shall provision this equipment to ensure standardization of North and South Projects. For the purposes of this effort "standardization" means buying identical manufacturer's make and model for an identified JSN equipment item for North and South Project requirements to facilitate training, maintainability, interoperability, and use, to the extent possible. In instances where sufficient quantities are not available the Contractor shall ensure that specifications of the requirement are met when selecting the manufacturer to meet the remaining quantities. This will be coordinated through the COR and COTR, as explained in (a), above.
- c. Please see answers (a) and (b), above.
- d. Yes, there will be a primary POC for BMETs.
- e. It is encouraged, where practicable, to order identical pieces of equipment for both campuses. The Contractor will identify its approach to achieving this in its Standardization Plan (Deliverable 2).
- f. See answer (e) above. The Government cannot identify which items have been, or will be, standardized, at this time. The intention is to standardize as much equipment as possible to ensure interoperability. In the event that quantities are not available, are discontinued, are recalled, etc., the equipment will not be acceptable for purchase.

Question 73: Are there any time restrictions with regards to the transitions? Are we able to work 24 x 7 if necessary to meet the schedules?

Answer 73: Transition has to be completed to meet the BRAC timeline; the Contractor will be required to work as necessary to meet this timeline. Hours of work will be coordinated with the COR and COTR.

Question 74: How old is(are) the CID Package(s)?

Answer 74: CID packages are not yet complete. Current CID Packages will be provided upon contract award.

Question 75: What is the total number of personnel that will be moving to North and South facilities?

Answer 75: This information is included in the Work Planning Estimates file available as specified in Section C.5.0 of the solicitation.

Question 76: In attachment 6, very little existing furniture is moving. For estimating purposes how can we determine the volume of collateral moving to the North and South buildings without an accurate existing inventory of all files, individual workspaces, conf rooms, exam rooms, etc...? Is there a way we could get the existing as-builts or existing furniture inventory sheets? If so, when is the last time the sheets were verified?

Answer 76: Section C.5.0 of the Solicitation includes the Work Planning Estimates file. This file includes information on North and South Projects square footage, staffing movement, and volume of files to be relocated. The Government believes that the provided information, combined with Attachments 1 through 6, is adequate for estimating purposes.

The Contractor will not be moving any modular office furniture; inventory sheets and as-built drawings will not be provided. Furniture and Furnishings to be provisioned and installed by the Contractor are identified in Attachment 4 to the Solicitation (see Section C.7.0).

Question 77: Who will be responsible for packing of common areas outside of specific linear footage of files to be provided by govt.?

Answer 77: The Contractor shall be responsible for packing and moving all items identified for reuse by the Government; common area items, if any, that are to be moved by the Contractor are identified in Attachments 1 through 6, provided in Section C.7.0 of the RFP. Work Planning Estimates are identified in Section C.5.0 of the Solicitation. The Work Planning Estimates file includes information on North and South Projects square footage, staffing movement, and volume of files to be relocated, including linear footage of X-ray files.

Question 78: RFP Reference: DFARS 252.215-7003 *Excessive Pass Through Charges– Identification of Subcontract Effort* and 252.215-7004 *Excessive Pass Through Charges in the RFP*. Request for Clarification / Question: Given the Government’s interest in selecting a contractor to manage this complex and significant purchasing effort and the inclusion of these clause, will the Government declare all indirect costs and profit associated with procurement and subcontracting exceeding 70 percent of the total cost of work to be performed under this contract as value added and not subject to the recovery section of DFARS 252.215-7004(d)? Please clarify. Recommended Revision: Please add DFARS 252.215-7004 Alternate I to Section I of the RFP.

Answer 78: The Government cannot make a value added determination prior to Contractor disclosure of value-added functions. Recommended revision is accepted. Section I is added to incorporate DFARS 252.215-7004 Alternate I.

Other Revisions Incorporated by Amendment

Revision 1: Sections B.6 and C.4.2 are revised to remove the prohibition of applying G&A on travel.

Revision 2: Section C.1.2., first paragraph which refers to the “South Project” is revised.

Revision 3: Section C.2.3.1 is added to add “in accordance with the FAR.”

Revision 4: Section C.2.6 is revised to correct a Section reference.

Revision 5: Section C.2.7, third paragraph is revised.

Revision 6: Section E is revised to incorporate acceptance criteria.

Revision 7: Section H is added to revise H.18, Potential Organizational and Consultant Conflicts of Interest.

Revision 8: Section I is added to incorporate DFARS 252.215-7004 Alternate I.

Revision 9: Section J is revised to add the revised dates of Attachments 1 – 4.

Revision 10: Section M.2.5.f. is revised.

Revision 11: Attachments 1 – 4 are revised (1) to replace the column and contents labeled “Equipment Year” with the column and contents labeled “Contract Period” and (2) to add the column and contents labeled “CLIN.”

All other terms and conditions remain unchanged.

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

PRICING INFORMATION

B.1. The Contractor shall furnish non-personal services to provide Initial Outfitting and Transition (IO&T) services to support one new medical facility and one newly renovated military medical facility in the National Capital Region (NCR).

B.2. This solicitation will result in a single cost plus fixed fee contract with incentive provisions.

B.3. Cost/Pricing for Section B CLINS shall be provided by completing the Excel Pricing Sheet provided at Attachment 13 (see Section J). Offerors shall not alter the pricing structures provided on the Excel Pricing Sheet. Offerors shall submit supplemental cost breakdowns for each cost element within their Cost/Price Proposal as outlined in Section L.

B.4. Base Period Contract Line Item Numbers (CLINs) 0001, 0002, and Option Period CLINs 1001, 1002, 2001, and 2002 shall be priced on a cost plus fixed fee basis. A maximum of 3% fixed fee may be proposed. CLINs 0001, 1001 and 2001 shall reflect proposed prime contractor fully burdened labor costs associated with project management services to complete the requirements of Section 2 of the Performance Work Statement (PWS). CLINs 0002, 1002 and 2002 shall reflect fully burdened proposed subcontract labor costs associated with support services to complete the requirements of Section 2 of the PWS, unless the proposed subcontract is on a firm fixed price basis. If a fixed price subcontract is proposed, see B.6.

B.5. Base Period CLINs 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011 and 0012, and Option Period CLINs 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011 and 1012 shall be priced on a cost basis. Provided to the Offerors on the Excel Pricing Sheet (Attachment 13) is the Government's total estimated price of equipment and furniture and furnishings to be provisioned as shown in Attachments 1 – 6 (See Section J). The Offerors may propose a General and Administrative (G&A) and/or Material and Handling (M&H) charge in accordance with approved accounting practices or disclosure statement and apply it to the Government provided total cost estimate to complete the Excel Pricing Sheet for these CLINs. If no G&A and/or M&H are proposed, please indicate the rationale for the exclusion. No fee or profit shall be applied to these cost CLINs.

B.6. Base Period CLIN 0013 and Option Period CLINs 1013 and 2013 shall reflect Other Direct Costs (ODCs) to include all fixed price subcontract costs, and shall be priced on a cost basis. **ODCs may include G&A charges and/or Material and Handling (M&H) charges.** Fee or profit is unallowable on any ODC.

B.7. Base Period CLIN 0014 and Option Period CLINs 1014 and 2014 reflect the Incentive Fee Pool available for achieving minimum, target or maximum quality levels for "On-schedule outfitting and transition of the North and South projects" outlined in the Incentive Fee Plan provided at Attachment 8 (See Section J). Offerors shall not propose an alternate Cost/Price for this CLIN, but may propose an alternate fee structure for the incentive plan with their proposal if deemed appropriate.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PWS

Section C: Performance Work Statement (PWS)
For Non-Personal Services

Initial Outfitting and Transition (IO&T)
Acquisition for National Capital Region (NCR)
North (WRNMMC) and South (FBCH) Projects

C.1.0 GENERAL

This is a non-personal services contract to provide Initial Outfitting and Transition (IO&T) services to support one new military medical facility, and the new additions and newly renovated spaces at one military medical facility in the National Capital Region (NCR). The Joint Task Force National Capital Region - Medical (JTF CapMed) seeks Contractor support to perform tasks such as hospital transitioning and activation, provisioning/installing materiel, provisioning/installing furniture/furnishings, provisioning/installing medical, non-medical, and Information Technology (IT) equipment, providing initial transition and equipment training (operational and maintenance), and moving reused equipment and materiel. The Walter Reed National Military Medical Center (WRNMMC) in Bethesda, MD (North Project) and the new Fort Belvoir Community Hospital (FBCH) at Fort Belvoir, VA (South Project) are the focal point of these requirements as directed under the Base Realignment and Closure (BRAC) 2005 law.

C.1.1 Overall Goal

The overall goal of this contract is to ensure the IO&T of WRNMMC and FBCH is completed in accordance with the schedule provided in Section F of the contract, within budget, and in accordance with the Contractor's approved plans. The Contractor shall use proven best practices that minimize any negative impact on staff operations and the patient healthcare mission.

C.1.2 Background

The 2005 BRAC Commission recommended relocating certain Walter Reed Army Medical Center activities from Washington, D.C., to the National Naval Medical Center and establishing it as **WRNMMC** (hereafter referred to as "the North Project"). This 345-bed medical center will provide tertiary, subspecialty, and complex medical services. **In addition, to supplement the new medical center services, a new 120 bed FBCH will be built to replace the existing DeWitt Army Community Hospital (DACH) at Fort Belvoir, VA (hereafter referred to as "the South Project")** The South Project hospital will provide primary and secondary (specialty services to include neurology, etc.) services. Both of the health facilities will support various medical education missions including but not limited to Graduate Medical Education (GME), non-GME, and enlisted specialty training.

BRAC law requires construction of the two facilities to be completed by 15 September 2011. Historically, providing the resources required to accomplish a transition facility support service function was accomplished (a) by assigning additional personnel to a specific project site (Health Facility Project Officers), (b) through interim manpower allocations (internal reassignments of in-house staff), or (c) by hiring temporary employees for specific support (logistics managers). While these methods have been successful in a low volume environment, they will not support the immediate and future requirements of the JTF CapMed- the organization tasked with implementing the above BRAC recommendation.

C.2.0 SCOPE

The selected IO&T Contactor must support the continuous and seamless provision of the healthcare service mission to patients in all locations. The selected IO&T Contractor must be able to perform specialized hospital transition and activation services, provisioning/installing materiel, provisioning/installing furniture/furnishings, provisioning/installing medical, non-medical, and IT equipment, and moving reusable equipment, materiel, and other items (e.g., files, patient records, journals, books, special artifacts etc.) as specified by the Government, to include:

- Provisioning of medical and non-medical equipment
- Provisioning of furniture and furnishings
- Equipment standardization as required by the Government across both new and re-used equipment
- Equipment transition and relocation services
- Property management accountability
- Transition of Government records and files
- Formal safety testing, calibration, verification, and certification of all equipment, including reuse
- User and maintenance training
- Receipt, storage, and any required warehousing of new and existing equipment
- Installation of equipment, technical inspection, and managing vendor-installation of equipment
- Coordinate equipment operation and maintenance training consistent with vendor recommendations and/or requirements
- Participation in the final turnover and close-out for these NCR projects as required
- Decontamination, surplus, and disposal services as required

Standardization of medical equipment across the North and South Projects is an important aspect of this acquisition and shall be a requirement of the Contractor. Some equipment to be provisioned by the Contractor will be standardized by the Government; the Government will provide the required information to the Contractor by way of Government Furnished Information (GFI) (per Section C.5 of this document). The Government will identify equipment by Joint Schedule Number (JSN) and the specified make and model; the Contractor shall provision this equipment to ensure standardization of North and South Projects. For the purposes of this effort “standardization” means buying identical manufacturer’s make and model for an identified JSN equipment item for North and South Project requirements to facilitate training, maintainability, interoperability, and use, to the extent possible. In instances where sufficient quantities are not available the Contractor shall ensure that specifications of the requirement are met when selecting the manufacturer to meet the remaining quantities.

C.2.1 Project Requirements

In support of the tasks enumerated below, the Contractor shall furnish extensive technical and administrative expertise to ensure the expeditious accomplishment of these tasks.

- The Contractor shall provide hospital transition and activation services, project management services, and provisioning of medical and non-medical equipment, data processing equipment (IT), and furniture and furnishings, consistent with the Government-provided architectural and engineering requirements of the facilities being supported with this work.
- The Contractor shall document a detailed, realistic Project Management Plan that shall serve as the management guideline for the project for its tasks. This Project Management Plan (Deliverable 1, described in Section C.3.2) shall be built to include the tasks, time frames, and responsibilities for every Contractor activity (including Small Business utilization) required to support the Government in achieving a successful transition.
- The Contractor shall provision and arrange for the installation of the required medical equipment (Attachment 1).
- The Contractor shall provision and schedule for the installation of the required non-medical equipment (Attachment 2).
- The Contractor shall provision and arrange for the installation of the required IT equipment (Attachment 3), in compliance with Defense Information Assurance Certifications and Accreditation Process (DIACAP) requirements.

- The Contractor shall provision the required furniture and furnishings called out in Attachment 4 and install them in accordance with the Comprehensive Interior Design Package that is identified as GFI in Section C.5.0 of this document.
- The Contractor shall implement standardization decisions when provisioning and equipping the North and South Projects.
- The Contractor shall coordinate with the Government to prevent delivery conflicts with construction schedules and Other Contractor Provisioned and Installed Equipment (OCPIE) (Attachment 5).
- The Contractor shall arrange for the removal, packing, relocation, unpacking, and reinstallation of reuse equipment (Attachment 6)
- The Contractor shall provide hospital transition services supporting the relocation of staff office files and equipment, equipping of the clinics, implementing standardization decisions, applying for warranties for all new equipment, and training on all new equipment.
- The Contractor shall apply National Fire Protection Assoc. (NFPA), Occupational Safety and Health Act (OSHA), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Americans with Disabilities Act (ADA), other health and safety codes, and medical standards to fully identify, integrate, and apply requirements to all provided services.
- The Contractor shall provide for the appropriate transitioning of official Government records/files, including patient records and other sensitive protected information. The Contractor shall abide by all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security requirements regarding health information as defined in this contract.

Information provided in the Attachments is current as of the release of the Request for Proposal (RFP). The Government will provide updated information to the Contractor, as available.

C.2.2 Hospital Transition and Activation Services and Project Management

The Contractor shall provide hospital transition and activation services appropriate to this effort. Contractor activities may include, but are not limited to, controlling project cost and schedule; integration of North and South Projects; ensuring quality of services provided. Additional activities may include:

- Interim and/or final development and facilitation of transition team structure and organization
- Documentation of clinical phasing
- Signage and Way-finding programs to facilitate transition and relocation
- Move sequencing, preparation, and planning
- “Move Day” management
- Patient Safety Planning
- Administration Phasing and Strategy
- Staff Communication Planning
- Patient and Community Outreach Planning
- Accreditation and Certification Coordination
- Strategy for medical support services to support the hospital transition plan

The Contractor shall also manage deliveries of equipment, materials, and services provided under this contract (e.g., Just-In-Time (JIT), warehousing, drop-shipment, etc.); managing risk; developing and adhering to a Work Breakdown Structure (WBS); and scheduling activities.

The Contractor shall use appropriate project management software as necessary for documentation and reporting. The Contractor shall coordinate equipment with the facility design contractor, and coordinate furniture placement with the interior design development services Contractor, for both North and South Projects.

In order to facilitate its technical management of this effort, the Contractor shall manage the delivery of all services provided. The Contractor shall include full-service transition capability in all key areas determined by the Contractor’s approach. As examples, the Government anticipates requirements for expertise in the following areas:

- Medical Subject Matter Expert in hospital transition and activation, and clinical planning
- Medical materiel
- Certified Biomedical Technician or military equivalent
- Medical logistics
- Hospital Program Management
- Hospital Facilities Management
- Hospital Support Services
- Hospital Safety and Risk Management
- Education and Training
- Property management and equipment accountability
- Product Provisioning
- Equipment inventory control
- Medical Logistics planning
- Bio-Medical Maintenance planning
- IT provisioning and DoD Information Assurance Certification
- Warehousing/Storage
- Secure handling of warehoused items and Government files and records
- Handling patient records and other sensitive protected information
- Communications planning
- Defense Medical Logistics Standard Support (DMLSS) accounting training and evaluation
- Equipment Installation and Testing
- Transportation and Movement Management

The specific staffing to perform the required transition project management services is entirely at the discretion of the Contractor, and shall be in accordance with the Contractor's approved Project Management Plan. It is anticipated by the Government that there will be a qualified Project Manager (PM) within an established Project Management Office (PMO), to meet performance outcomes. Key personnel, as determined by the Contractor's approach, shall be submitted and listed with the proposal. The Government anticipates that the Contractor would select PMO staff that includes personnel who have met the education requirements and passed appropriate examinations typical certifications could include Certified Materials & Resources Professional (CMRP), Certified Medical Manager (CMM), or other Professional Logistician Certifications relevant to the task of providing hospital transition and activation service support (e.g., CAVS, CHESP, CHFM, or CPHRM) as determined by the Contractor.

In accordance with its approach the Contractor shall have a presence to support four (4) locations on a continuous basis within commuting distance (50 miles) of the following sites:

- JTF CapMed, Bethesda MD
- WRNMMC, North Project, Bethesda MD
- FBCH, South Project, Fort Belvoir, VA
- Walter Reed Army Medical Center (WRAMC) Washington DC

C.2.3 Comprehensive Equipment Services

The Contractor shall provide comprehensive equipment services for medical, non-medical, and IT equipment, and shall coordinate with the Project Managers (North and South), clinic personnel, Original Equipment Manufacturer (OEM), builder(s), and architect(s), as needed, to ensure that all access, space, power, and cooling requirements are met. In accordance with its approach, the Contractor shall:

- Provide acquisition timelines
- Confirm with the Government that the as-designed equipment plans are consistent with the current requirements prior to provisioning
- Provide market research

- Expedite planning for items and incorporation of lead times into the transition schedule
- Standardize across new and reused equipment
- Provide biomedical equipment maintenance sustainment strategy
- Provide cut sheets and associated documentation
- Use an online equipment database capable of managing the status of the entire Initial Outfitting (IO) of furniture, furnishings, and equipment requirements
- Update the database in real time as status changes; notifying the Government Contracting Officer's Representative (COR) and end user if there are any issues with the manufacturer of a particular product; and offer alternatives to meet delivery and installation requirements
- Coordinate equipment training for clinical staff and equipment maintenance personnel as required
- Negotiate full manufacturer's warranty for each new piece of equipment such that the benefit of the full warranty is available to the Government for at least one year from the date of start of delivery of healthcare
- Provide capital equipment inventory to include the collection of data (asset tag number, Radio-frequency identification (RFID) number, item description, location, manufacturer, condition, age and serial number) from all equipment with a purchase value of over \$500 as well as the retention and turnover to the Government of all hard-copy purchase receipts
- Place all items in electronic format (Portable Document Format (PDF)) on an Internet-based document management site (cut sheets and invoice documents). At the end of the project, all documents shall be provided on a Compact Disk (CD) for turnover to the Government to serve as final documentation for the Government in the event of an audit.

The Contractor shall track the progress of all items. The Contractor shall not be responsible for provisioning the items in Attachment 5 (OCPIE). The Contractor shall coordinate with the Government to prevent delivery conflicts with construction schedules and OCPIE, to include scheduling, movement, and delivery, as necessary.

The Contractor shall obtain, receive, store (as necessary), and install equipment consistent with OEM requirements, facility design documents, and interior design packages provided by the Government. The Contractor shall document its approach to standardization in a Standardization Plan (Deliverable 2).

C.2.3.1 Equipment Provisioning and Associated Services

The Contractor shall provide comprehensive equipment provisioning services for all identified equipment and/or Information Management/ Information Technology (IM/IT) equipment and systems. The equipment provisioned shall meet the requirements listed above (see Section C.2.3 Comprehensive Equipment Services).

Government sources of supply will be made available to the Contractor in accordance with Federal Acquisition Regulation (FAR) 51.1, Contractor Use of Government Supply Sources. The Contractor shall NOT use Government sources of supply to procure services in support of this contract.

Equipment provisioning services shall include:

- Providing real-time or near real-time information enabling the Government Contracting Officer (KO), Government COR, and/or Government Contracting Officer's Technical Representative (COTR) to see the status of any item over a threshold of \$3,000 in the Contractor's system. This requirement may be met by providing read-only access by the KO, COR, and/or the COTR(s) to a subset of the tools that the Contractor's staff intends to use.
- Implementation of the competitive process to obtain equipment **in accordance with the FAR.**
- Ongoing reconciliation of the equipment budget and schedule with Government officials
- Coordination with the Government through the COR for all aspects of phasing of the projects for completeness
- Coordinate with the Government on technology upgrades for medical equipment to ensure currency of technology when provisioned.

- Attendance at transition planning meetings and scheduled Executive Interim Program Reviews (IPRs) in order to appropriately monitor project and ensure occupancy activities; meeting frequency is anticipated to be every two weeks in Bethesda, MD
- Set up day-to-day meetings at the work locations (construction, etc.)
- Development of system description documents for user education and use
- Preparation of transition manuals
- Construction delivery schedule monitoring to ensure Just in Time (JIT) delivery of equipment
- Appropriate security of all equipment and materials under the Contractor's control until turned over to the Government
- Installation of equipment in accordance with OEM procedures

C.2.3.2 Equipment Transition and Relocation Services

The Contractor shall provide comprehensive equipment transition and relocation services for all equipment and systems identified for reuse and/or relocation and document how it will accomplish its part of these services in an Equipment Reuse Plan (Deliverable 3, described in Section C.3.4). The Contractor shall coordinate these services with the designated Government Property Book Officers through the COR prior to any equipment moves to ensure that property accountability is maintained.

The Government will ensure that sites from which reuse equipment is removed are free of hazardous materials.

The Government will perform surface decontamination/disinfection on all equipment to be moved; however, the Contractor shall provide additional decontamination/disinfection as the equipment is readied for relocation, to include surfaces that become exposed/accessible.

The Contractor shall ensure that pests and vermin are not transported with reuse/relocated items, consistent with industry best practices. Furthermore, if any items are warehoused by the Contractor, the Contractor shall ensure that these items are free of pests and vermin, consistent with industry best practices.

The Government will identify the equipment to be relocated, to include all associated components of the parent equipment (Attachment 6). The equipment shall be moved in accordance with commercial best practices. The Contractor shall observe all requirements from the OEM, or owner (moving, training, or calibration) for proprietary equipment identified in Attachment 6. Equipment relocation services shall include, but not be limited to, the following:

- Detailed initial outfitting and move procedures
- Security of all equipment and materials until turned over to the Government
- Obtaining/collecting/locating from the Government all available manuals and warranty information for equipment to be reused/relocated
- Document the operational condition of equipment to be moved
- Disconnecting equipment and preparing for packing
- Equipment packing
- Moving equipment and any needed storage, and, when necessary, ensure that moving and storage are in accordance with OEM requirements
- Equipment unpacking
- Installing reuse equipment and ensuring proper operation and, when necessary, ensure installation is in accordance with OEM requirements
- Removal of all dunnage and packing materials (with Contractor dumpsters) and maintain the facility in a state of general cleanliness

The Contractor shall ensure transportation of the re-used equipment does not void the existing warranty. Re-used equipment must be kept in service under the current warranties until the warranties can be amended by the

Government to take effect at the new location. Additionally, the Contractor shall update the warranty information to identify the new location of the re-used equipment.

C.2.3.2.1 Government Documents, Office Files, Official Records, and Non-Medical Equipment

The Contractor shall provide comprehensive equipment transition and relocation services for all Government documents, office files, official records, and office equipment consistent with the non-medical equipment list (Attachment 2) and information provided in the Migration Plan (see GFI, Section C.5 of this document). The Contractor shall move paper records, including patient records, journals, books, documents, as well as Government artwork, office equipment, and other typical office contents. Office equipment, which may include printers, copiers, fax machines, etc., shall be moved in accordance with best commercial practices.

C.2.3.2.2 Shipment, Receipt and Installation

Relocation of all equipment shall include ensuring appropriate packaging and packing, providing for necessary insurance, and ensuring ability to track shipments. The Contractor shall receive, unpack, and dispose of packing materials; and configure, set up, and demonstrate proper system functioning to comply with planned and approved configurations.

The Contractor shall ensure that proper care is taken in equipment installation and in the placement of all furnishings in order to retain the condition of the floors and walls in the new, renovated, and existing facilities. The Government will hold the Contractor financially liable for any damage to the facilities or equipment that may result from carelessness or insufficient attention to relevant best practices.

C.2.3.2.3 Maintenance Support

The Contractor shall coordinate turning over maintenance management and operations to Government personnel or other Contractors at the new locations. This shall include the transfer of hardware warranties and software licenses and all System/Equipment documentation required to install, operate, maintain, and administer systems and equipment.

C.2.4 Transition of Government Records and Files

The Contractor shall ensure the secure transition of Government records and files, to include Personally Identifiable Information (PII) and Protected Health Information (PHI). The handling of these records shall be in accordance with Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security requirements regarding health information as defined in this contract, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements shall be addressed when implemented.

C.2.5 Formal Testing and Calibration

The Contractor shall coordinate with the COR to identify participants in test activities for all equipment in the clinics and medical treatment facilities as well as the roles and responsibilities of each participant. The Contractor shall identify in a Test and Calibration Plan (Deliverable 4, described in Section C.3.4) the specific calibration and test procedures consistent with vendor/manufacture recommendations. The Contractor shall coordinate with the COR to schedule test activities. In no event shall the Contractor commit Government resources to a test event or test schedule prior to Government approval.

C.2.6 Training

The training provided shall be in accordance with the approved Training Plan (**Deliverable 5, described in Section C.3.6**) and shall be sufficient to ensure patient and worker safety, to preserve all warranties, and to optimize the life of the equipment. Prior to final system installation and the acceptance phase of any project, the Contractor may be

required to assist the gaining unit in the coordination of the proper training and any needed certification of personnel assigned the responsibility of operating and maintaining the equipment. Training shall consist of equipment operation and maintenance, proper in-service training, or credentialing of equipment operators as appropriate to equipment and regulated use. The Contractor shall be prepared to assist in coordinating the provision of all training materials, student and instructor schedules and recording devices as required. Procedures for completion of the installation and testing services shall be in compliance with Joint Commission, NFPA, OSHA, ASHRAE, ADA and other DoD medical standards. The Contractor shall be required to coordinate with other contractors providing equipment to minimize potential schedule conflicts for training.

The Contractor shall work with the Government clinical, physician, and support service staff to develop the scenarios for, and facilitate “a day in the life exercise” for each operational group to orient them to the new facility, and make ready for the first day of operations.

C.2.6.1 Training Materials

Following Government approval of the Training Plan, the Contractor shall ensure that each vendor/equipment manufacturer provides the standard training materials, such as course objectives, student guides, course materials, training manuals, consumable supplies to facilitate training, distance learning tools and computer-based tools, as appropriate. All training materials shall be provided in reproducible format.

C.2.6.2 Training Presentation

The Contractor shall schedule and oversee the vendor/equipment manufacturer conduct of Government-approved training programs. Training may include train-the-trainer or training students. Following completion of the training, the Contractor shall document lessons learned in the next Monthly Progress Report (Deliverable 9, described in Section C.3.10) and modify the Training Plan and resources as appropriate for continued use by Government personnel providing additional training to required end-users. The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to support the installation and testing of all equipment and/or systems prior to installation and/or after the equipment is installed, as appropriate. The Contractor shall certify that all equipment and system testing and installation are in accordance with the equipment manufacturer's recommendations.

C.2.7 Final Turnover and Close Out

The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to facilitate the turnover of applicable documents, and close out the project.

For the new facilities (WRNMMC and FBCH), the Contractor shall input all provisioned and moved equipment information into the Government logistics automated information system (DMLSS), with oversight by the Government. Additionally, limited transition services from the Contractor shall be required during Post-Occupancy Evaluation (POE). The Contractor shall be required to participate in, and provide consultation to, the POE.

Upon completion of all contracted activities, the Contractor shall provide formal notice of completion to the Government KO and COR.

The Contractor shall ensure all Government specific forms and documentation are completed and close out the project in accordance with Government requirements.

C.3.0 DELIVERABLES

C.3.1 Documentation Guidelines

Reports and documents delivered by the Contractor in performance of this contract shall be considered “Technical Data” as defined in the applicable “Rights in Data” clause of the General Provisions. All documentation shall reflect the latest version number, unless specifically directed otherwise by the Government. All documentation shall be prepared in accordance with standard industry practices, ensuring electronically produced documents, which reflect

logical flow of material, tables of contents, indexes and page numbering. Where applicable, the Contractor's attention is called to the availability of commercial, industry, federal, and military guides, instructions, and standards for many of the topics addressed in this contract.

The Contractor shall submit all deliverables for Government review and approval. Any revisions or modifications shall require subsequent Government review and approval.

C.3.2 Project Management Plan (Deliverable 1)

The Contractor shall submit a draft Project Management Plan with its Proposal for Government approval consistent with the terms specified in the contract. Following Government approval of this draft plan, the Contractor shall finalize this plan. The finalized plan shall be applied by the Contractor to manage, track, and evaluate the project or task performance. The Contractor shall provide a detailed description of their approach to manage hospital transition and activation services. The Project Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking. In this plan, the Contractor shall describe its overall management approach, policies, and procedures, including suggested project metrics, as well as provide an overview of the following areas:

- The Contractor's approach to ensuring the orderly movement of medical and non-medical equipment (detailed steps and procedures to be provided in the Contractor's Movement Plan—Deliverable 1-A—Appendix A to the Project Management Plan)
- The Contractor's approach to transitioning all maintenance and operations of equipment to the Government. This shall include ensuring that all equipment warranties are maintained (detailed steps and procedures to be provided in the Contractor's Warranty Management Plan—Deliverable 1-B—Appendix B to the Project Management Plan).
- The Contractor's approach to staffing and Key Personnel assignment (organized by project phase; transition services, activation, and turnover in the Contractor's Staffing Plan—Deliverable 1-C—Appendix C to the Project Management Plan)
- The Contractor's approach to subcontract management (with specific goals for use of subcontractors, by role, in the efforts to be performed under this contract provided in the Contractor's Subcontract Management Plan—Deliverable 1-D—Appendix D to the Project Management Plan)
- The Contractor's approach to risk management (with schedule, cost and technical/management risks and detailing the Contractor's approach to addressing each of these clearly identified in a detailed Risk Management Plan—Deliverable 1-E—Appendix E to the Project Management Plan)

C.3.3 Standardization Plan (Deliverable 2)

The Contractor shall develop a Standardization Plan (Deliverable 2) documenting methodology to be used across the NCR that ensures the standardization and interoperability of medical equipment systems where appropriate.

C.3.4 Equipment Reuse Plan (Deliverable 3)

The Contractor shall develop an Equipment Reuse Plan (Deliverable 3) including phasing the de-installation, packing, delivery, and installation of all "re-used" medical and other equipment in coordination with new items as appropriate.

C.3.5 Test and Calibration Plan (Deliverable 4)

The Contractor shall develop a Test and Calibration Plan (Deliverable 4). In this plan, the Contractor shall ensure that all the Contractor's activities detailed under Section C.2.5 above are addressed. For each discrete event, the Contractor shall ensure that specific procedures are in place in accordance with manufacturer recommendations for all test participant categories. This plan shall identify who is responsible for executing the event, exactly what actions/processes are involved, how the event will be documented, and the required outcome.

C.3.6 Training Plan (Deliverable 5)

The Contractor shall plan for and coordinate formal training with each vendor/equipment manufacturer for new and reused equipment that is installed under this contract and detail its approach in a Training Plan (Deliverable 5). The Contractor shall ensure that a training schedule is developed which allows for each vendor/equipment manufacturer to train designated user and maintenance staff. The training plan shall ensure the coordination of the proper training and credentialing of personnel assigned the responsibility of operating and maintaining the equipment in the gaining units. Following Government approval of this plan, the Contractor shall develop a training program to specify training approaches, methods, schedules, tools, and curricula, and track the performance of all training related to the equipment moved or provisioned by the Contractor.

C.3.7 Tracking Tool User Manual (Deliverable 6)

The Contractor shall develop a Tracking Tool User Manual (Deliverable 6) that describes its existing inventory tracking system that has been tailored to meet the requirements of this contract. In this manual, the Contractor shall document for Government users all system capabilities and how to best access and display information such as item order date, quantity ordered, price (both list and final negotiated price), scheduled delivery date, and installation date. The procedures described shall allow Government representatives limited access to the data for review and verification.

C.3.8 Quality Control Plan (Deliverable 7)

The Contractor shall prepare and adhere to a Quality Control Plan (QCP) (Deliverable 7). The Government will approve the Contractor's plan, and the QCP shall be updated as necessary following award. The QCP shall document how the Contractor shall meet and comply with established quality standards. At a minimum, the QCP must include a Quality Assurance (QA) inspection plan, a QA staffing plan, and an outline of the procedures that the Contractor shall use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

C.3.9 Integrated Master Schedule (IMS) (Deliverable 8)

The Contractor shall establish an integrated project schedule depicting for this task: milestones, dependencies, planned duration, planned start and finish dates, and associated resources. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from contract award to the completion of the contract. The Contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS milestone. The Contractor shall integrate its schedules with the Government-provided schedules of other Contractors, as appropriate. The integrated project schedule shall be compatible and coordinated with the JTF CapMed IMS and IM/IT Integrated Project Planning, Scheduling, and Reporting System (IPPSRS). Activities on the critical path shall be highlighted.

C.3.10 Monthly Progress Report (Deliverable 9)

The Contractor shall prepare and deliver monthly progress reports for the Government.

For equipment, the Monthly Progress Report (Deliverable 9) shall outline problems encountered and any schedule deviations. Similarly, for all deliverables, the Monthly Progress Report shall outline problems encountered and any schedule deviations. In particular, the Contractor shall identify events and actions that require substantial updates to any and all plans (Deliverables 1, 1-A, 1-B, 1-C, 1-D, 1-E, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11) and shall submit an update of that plan together with the Monthly Progress Report.

The Monthly Progress Report shall measure the Contractor's price and schedule performance using the Government-approved WBS, and include a report on the critical path for the project and the current price and level of effort (e.g., equipment ordered).

For all services, the Monthly Progress Report shall measure the Contractor's cost and schedule performance, and shall include the current cost and level of effort (e.g., hours worked).

C.3.11 Subcontract Expenditures Report (Deliverable 10)

The Contractor shall prepare and deliver a Subcontract Expenditures Report (Deliverable 10) that discloses actual subcontract expenditures by company name and business or socioeconomic category (e.g., Woman Owned Business, Veteran Owned Business, Indian Incentive Program, Historically Black Colleges and Universities, Minority Institutions, etc.).

C.3.12 Tracking Tool Report (Deliverable 11)

The Contractor shall provide a Tracking Tool Report (Deliverable 11) to the Government monthly. The Contractor shall establish, maintain, and use in the performance of this contract, an integrated performance management system. To establish the integrated performance management system, the Tracking Tool shall be linked to and supported by the Contractor's management processes and systems to include the integrated master schedule, contract work breakdown structure, change management, material management, procurement, cost estimating, and accounting. The correlation and integration of these systems and processes shall provide for early indication of cost and schedule problems, and their relation to technical achievement.

The Contractor shall engage jointly with the Government's program manager in Integrated Baseline Reviews (IBRs) to evaluate the risks inherent in the contract's planned performance measurement baseline. Initially, this shall occur as soon as feasible but not later than six months after contract award, and subsequently, following all major changes to the baseline. Each IBR should verify that the Contractor is using a reliable performance measurement baseline, which includes the entire contract scope of work, is consistent with contract schedule requirements, and has adequate resources assigned. Each IBR should also record any indications that effective cost and schedule performance is not occurring. IBRs should also be conducted on subcontracts. The Prime Contractor shall lead the subcontractor IBRs, with active participation by the Government.

The Contractor shall require all subcontractors to furnish cost and schedule performance reporting, when appropriate, based on the dollar value. Each subcontractor's reported cost and schedule information shall be incorporated.

C.3.13 Schedule of Deliverables

The schedule of deliverables that the Contractor shall adhere to throughout the Period of Performance (POP) of this contract is shown in the table below.

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
Deliverable 1	C.3.2	Project Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	14 DACA* (Final) Every 6 MACA* (Updates)
Deliverable 1-A	C.3.2	Movement Plan	Y/10 Working Days, Final approval 5	PM	1	0	30 DACA	90 DACA (Final)

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
			days prior to execution	COR COTR KO	1 2 Letter	0 0 1		Every 6 MACA (Updates)
Deliverable 1-B	C.3.2	Warranty Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	45 DACA (Final) Every 6 MACA (Updates)
Deliverable 1-C	C.3.2	Staffing Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal and follow-up 30 DACA	120 DACA (Final) As Required (Updates)
Deliverable 1-D	C.3.2	Subcontract Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	75 DACA (Final) As Required (Updates)
Deliverable 1-E	C.3.2	Risk Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	90 DACA (Final) As Required (Updates)
Deliverable 2	C.3.3	Standardization Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	45 DACA	120 DACA (Final) As Required (Updates)
Deliverable 3	C.3.4	Equipment Reuse Plan	Y/10 Working Days, Final approval 5 days prior to execution	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 4	C.3.5	Test and Calibration Plan	Y/10 Working Days	PM COR	1 1	0 0	90 DACA	120 DACA (Final)

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
				COTR KO	2 Letter	0 1		
Deliverable 5	C.3.6	Training Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	120 DACA (Final) Every 6 MACA (Updates)
Deliverable 6	C.3.7	Tracking Tool User Manual	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	14 DACA (Final) Every 6 MACA (Updates)
Deliverable 7	C.3.8	Quality Control Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal and follow-up 30 DACA	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 8	C.3.9	Integrated Master Schedule (IMS)	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	Every 6 MACA (Updates)
Deliverable 9	C.3.10	Monthly Progress Report	Y/5 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	14 DACA	Monthly by the 8 th day of the following month of the Contractor's fiscal calendar (Updates)
Deliverable 10	C.3.11	Subcontract Expenditures Report	Y/5 Working Days	PM COR COTR KO	1 1 2 1 plus Letter	0 0 0 1	14 DACA	Monthly by the 8 th day of the following month of the Contractor's fiscal calendar (Updates)
Deliverable	C.3.12	Tracking Tool	Y/5 Working	PM		0	14 DACA	Monthly by the 8 th day of

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
11		Report	Days	COR COTR KO	1 1 2 1 plus Letter	0 0 1		the following month of the Contractor's fiscal calendar (Updates)
Deliverable 12	H.9	Data Use Agreement Plan	Y/5 Working Days	COR AM	1 1	1 1	As required	Update as Required
*DACA Days After Contract Award								
*MACA Months After Contract Award								

C.4.0 OTHER TERMS, CONDITIONS, AND PROVISIONS

C.4.1 Contractor Personnel Performance/Replacement

For temporary and/or permanent replacement of Key Personnel (Project Manager and other positions designated by the Contractor as key), the Contractor shall provide a resume for each individual to the COR. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. Any replacement personnel shall have equal or better qualifications as the individual being replaced; the Government reserves the right to reject unqualified personnel. Also, Contractor personnel must submit necessary information to be granted access to Government systems prior to reporting for work under this contract.

C.4.2 Other Direct Costs (ODC)

Other Direct Costs are materials or services in direct support within the scope of fulfilling the requirement and are not the primary purpose of the contract. For this acquisition, ODCs will include any fixed-price subcontract. **Other Direct Costs may include General and Administrative charges (G&A) or Material and Handling charges (M&H). Fee or profit is unallowable on any ODC.**

Other Direct Costs shall be fully supported in compliance with all competition requirements of the FAR, specifically Part 31, "Contract Cost Principles and Procedures." The ODC charges received by the Contractor are subject to periodic Government conducted Defense Contract Audit Agency (DCAA) audits and to adjustment of the Final Contract Closeout Audit conducted by DCAA.

C.4.3 Access to Government Data Processing Equipment

It is expected that the Contractor shall have some level of interface (including, but not limited to data entry, validation and report querying) required with the DMLSS. This includes but is not limited to the facility management and equipment modules. Therefore, the Contractor shall provide, as required, personnel able to perform these tasks, including the ability to successfully pass any required background checks and possessing proof of United States citizenship.

C.4.4 Contractor Verification System (CVS) for Contractor at Government Facilities

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

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

The Contractor shall ensure compliance with the provisions set forth below. For purposes of FAR Clause 52.204-9, the Government will designate a Trusted Agent (TA), and the Contractor shall designate a Facility Security Officer (FSO), for this contract. The Government reserves the right to amend or supplement these provisions pursuant to the Changes clause in the contract.

C.4.5 Quality Assurance

The Government will review Monthly Progress Reports and will attend regular task performance review meetings with the Contractor to survey quality of products and services.

C.4.5.1 Quality Assurance Surveillance Plan (QASP)

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP shall be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

C.4.5.2 Performance Requirements Summary Matrix

By monitoring the Contractor, the COR will determine whether the performance levels set forth in the order have been attained. Performance standards are specified in the following Performance Requirements Summary Matrix in the Standard and Acceptable Quality Level columns.

C.4.5.3 Performance Evaluation Process

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by JTF CapMed to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance. Both Government and Contractor program management perspectives are captured on the CPARS form and together make a complete CPARS. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for review and comment. User ID and Password will be provided to the designated Government Contractor Representative upon contract award. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each CPARS. If the Contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPARS, the Assessing Official may close out the CPARS. Otherwise, the Contractor must forward the CPARS to the Reviewing Official for them to review, enter comments if appropriate, and close out. At the Reviewing Official's option direct the Assessing Official to forward every CPARS for review.

Task	Indicator	Standard	Acceptable Quality Level	Surveillance Method	Incentive
Hospital Transition and Activation Services and Project Management	Paragraph C.2.2 Contractor provides hospital transition services.	Qualified personnel are available and in location as needed to properly perform tasks as specified.	Contractor-provided staffing is qualified in sufficient quantities in all areas specified to ensure the quality delivery of all services specified in this task.	Feedback from Oversight Board, Direct Observation and 100% Inspection by COR	Favorable Past Performance Rating
Small Business Participation	Paragraph C.2.1 Utilization of Small Business	Small Business is utilized consistent with the Government-approved Small Business Subcontracting Plan	Small Business is utilized consistent with the Government-approved Small Business Subcontracting Plan	Review of quarterly small business utilization reports	Favorable Past Performance Rating
Comprehensive Equipment Services	Paragraph C.2.3 Comprehensive equipment services for both medical and non-medical equipment and systems.	Planning efforts are sufficient, timely, and accurate to support standardization and proper execution of all comprehensive equipment service tasks.	All Plans delivered reflect required lead-times and resource requirements to support standardization and comprehensive equipment services. All Plans contribute to meeting the specified start of healthcare delivery	100% inspection and assessment of all Planning deliverables by the COR Feedback from Government users of the various Plans delivered	Favorable Past Performance Rating

Equipment Provisioning and Associated Services	Paragraph C.2.3.1 Comprehensive equipment provisioning services for all identified equipment.	Provisioned equipment meets delivery schedule and operates as intended.	All provisioned equipment is correct, delivered on time, right quantity, undamaged, and operates as intended	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Equipment Transition and Relocation Services	Paragraph C.2.3.2 Comprehensive equipment transition and relocation services for all equipment and systems identified for reuse and/or relocation Equipment Reuse Plan (Deliverable 2).	Equipment transition and relocation activities are properly coordinated and accomplished to maintain property accountability.	All relocated equipment is properly moved without loss of accountability.	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Government Documents, Office Files, Official Records, and Non-Medical Equipment	Paragraph C.2.3.2.1 Secure transition of Government records and files, to include Personally Identifiable Information (PII) and Protected Health Information (PHI).	In accordance with HIPAA Privacy and Security requirements regarding health information as defined in this contract, and in DoD 6025.18-R and DoD 8580.02-R,	Secure transition of all Government records and files without loss or compromise for PII data.	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Formal Testing and Calibration	Paragraph C.2.5 Identify participants in test activities for all equipment in the clinics and medical treatment facilities. Coordinate with the COR to schedule test activities.	Coordination of Formal Testing and Calibration activities, documenting results consistent with OEM recommendations and Government requirements.	All required testing and calibration is completed, and documented consist with OEM recommendations and Government requirements on schedule.	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating

Training	Paragraph C.2.6 Provide training in accordance with the approved Training Plan.	Training sufficient to ensure proper use, patient and worker safety, preserve all warranties, and optimize the life of the equipment.	All designated staff trained according to approved Training Plan. No staff or patient safety issues caused by improper training. Warranties not compromised.	End User Feedback, Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Final Turnover and Close Out	Paragraph C.2.7 Turnover of applicable documents, and close out the project.	Applicable project documents for the project are turned over to the Government to facilitate proper contract close out. All equipment information appropriately input into the Government Property Book (DMLSS). Consultation provided for the POE.	All management documentation and equipment is provided to the Government to complete the turnover and close out of the project. All equipment appropriately entered into the Government Property Book (DMLSS).	Monthly Reports and 100% Inspection by the COR Inspection of DMLSS Feedback from Property Book Officers.	Favorable Past Performance Rating

C.5.0 GOVERNMENT FURNISHED INFORMATION (GFI) Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15), by email to Dean Engle, dean.engle@amedd.army.mil.

- Architectural and engineering design drawings – North Project
- Construction Master Schedule – North Project
- Architectural and engineering design drawings – South Project
- Construction Master Schedule – South Project
- Transition Cells, Project Team, and Organizational Charts
- Joint Task Force Organizational Charts
- Work Planning Estimates – information on North and South Projects’ square footage, staffing movement, and volume (net square footage) of files to be relocated

The following documents will be made available upon award

- Migration Plans
- Comprehensive Interior Design Package – North Project
- Comprehensive Interior Design Package – South Project
- Concept of Operations
- Program Integrated Master Schedule
- Equipment Descriptions
- Equipment List (Updated Versions of Attachments 1, 2, 3, and 4 based on 100% design)

C.6.0 APPLICABLE REGULATIONS AND MANUALS (Current Editions)

- American with Disabilities Act and Architectural Barriers Act Accessibility Guidelines
- ADA Standards for Accessible Design, Department of Justice, 28CFR Part 36
- ANSI C2 - 2007 - National Electrical Safety Code
- ANSI/IESNA RP-29-06 – Lighting for Hospital and Health Care Facilities
- ANSI/TIA/EIA 606 - Admin Standard for Telecomm Infrastructure of Commercial Buildings
- AR 420-1 Chapter 25, Section 2 Army Energy Program, Fire and Emergency Services
- Army and Navy Installation Information Infrastructure Architecture (I3A)
- Army and Navy Networkiness Checklist
- Illuminating Engineering Society of North America (IESNA) Lighting Handbook
- MIL-HDBK-411B - Power and the Environment for Sensitive DOD Electronic Equipment
- MIL-HDBK-419/1A - Grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 1 of 2, Theory
- MIL-HDBK-419/2A - Grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 2 of 2, Applications
- MIL-HDBK-411B – Power and the Environment for Sensitive DOD Electronic Equipment
- NFPA 1 Fire Protection Code
- NFPA 10 Standard for Portable Fire Extinguishers
- NFPA 30 Flammable and Combustible Liquid Code
- NFPA 70 - National Electrical Code
- NFPA 72 - National Fire Alarm Code
- NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 99 - Standard for Health Care Facilities
- NFPA 101 - Life Safety Code
- The Joint Commission Accreditation Comprehensive Accreditation Manuals
- UFC 4-510-01 - Design: Medical Military Facilities
- UFC 4-021-01 - Design and O&M: Mass Notification Systems

- MIL-STD-1691 CONSTRUCTION AND MATERIAL SCHEDULE FOR MILITARY MEDICAL AND DENTAL FACILITIES <http://www.wbdg.org/ccb/M1691/1691.pdf>

C.7.0 ATTACHMENTS (SEE SECTION J)

ATTACHMENT 1

Medical Equipment to be Provisioned and Installed by the Contractor

ATTACHMENT 2

Non-Medical Equipment to be Provisioned and Installed by the Contractor

ATTACHMENT 3

Data Processing Equipment (IT) to be Provisioned and Installed by the Contractor

ATTACHMENT 4

Furniture and Furnishings to be Provisioned and Installed by the Contractor

ATTACHMENT 5

Other Contractor Provisioned and Installed Equipment (OCPIE)

ATTACHMENT 6

Reuse Equipment to be Uninstalled, Moved/Relocated, and Reinstalled by the Contractor

List of Acronyms

ADA	Americans with Disabilities Act
ANSI/EIA	American National Standards Institute/Electronic Industries Alliance –
AR	Army Regulation
ASHRAE	American Society of Heating, Refrigeration, Air Conditioning Engineers
CAVS	Certified Administrator of Volunteer Services
CD	Compact Disk
CHESP	Certified Healthcare Environmental Services Professional
CHFM	Certified Healthcare Facility Manager
CLIN	Contract Line Item Number
CMM	Certified Medical Manager
CMRP	Certified Materials & Resources Professional
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPHRM	Certified Professional in Healthcare Risk Management
CVS	Contractor Verification System
DACA	Days After Contract Award
DCAA	Defense Contract Audit Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DIACAP	Defense Information Assurance Certifications and Accreditation Process
DMLSS	Defense Medical Logistics Standard Support
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FBCH	Fort Belvoir Community Hospital
FIPS PUB	Federal Information Processing Standards Publication
FSO	Facility Security Officer
G&A	General and Administrative
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GME	Graduate Medical Education
HBCUs	Historically Black Colleges and Universities
HIPAA	Health Insurance Portability and Accountability Act
HSPD	Homeland Security Presidential Directive
I3A	Installation Information Infrastructure Architecture
IBRs	Integrated Baseline Reviews
IESNA	Illuminating Engineering Society of North America
IIP	Indian Incentive Program
IM/IT	Information Management/ Information Technology
IMS	Integrated Master Schedule
IO	Initial Outfitting
IO&T	Initial Outfitting and Transition
IPPSRS	Integrated Project Planning, Scheduling, and Reporting System
IPR	Interim Program Review
IT	Information Technology
JIT	Just in Time
JSN	Joint Schedule Number
JTF CapMed	Joint Task Force NCR - Medical
KO	Contracting Officer
M&H	Material and Handling
MACA	Months After Contract Award
MIS	Minority Institutions
NCR	National Capital Region
NFPA	National Fire Protection Association

O&M	Operations and Maintenance
OCPIE	Other Contractor Provisioned and Installed Equipment
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Act
PDF	Portable Document Format
PHI	Protected Health Information
PII	Personally Identifiable Information
PM	Project Manager
PMO	Project Management Office
POE	Post-Occupancy Evaluation
POP	Period of Performance
PWS	Performance Work Statement
QCP	Quality Control Plan
RFID	Radio-frequency identification
RFP	Request for Proposal
TA	Trusted Agent
TIA	Telecommunications Industry Association
UFC	Unified Facilities Criteria
USAMRAA	U.S. Army Medical Research Acquisition Activity
VOB	Veteran Owned Business
WBS	Work Breakdown Structure
WOB	Woman Owned Business
WRNMMC	Walter Reed National Military Medical Center

SECTION E - INSPECTION AND ACCEPTANCE

The following have been added by full text:

ACCEPTANCE CRITERIA

E.1 INSPECTION AND ACCEPTANCE

The COR specified in the COR appointment letter is responsible for inspection and acceptance of all documents, equipment, and services.

E.2 ACCEPTANCE CRITERIA - SERVICES

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the performance standards contained in the Performance Requirements Summary Matrix (Section C.4.5.3) and all terms and conditions of this order, including all modifications.

E.3 ACCEPTANCE CRITERIA – EQUIPMENT PROVISIONING

Acceptance by the Government for equipment provisioned is contingent upon the Contractor successfully completing receipt, inspection, installation, testing, calibration, data entry, and accomplishing the required training.

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 pia@mail@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 POTENTIAL ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST

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. Please see FAR 9.5 for more information on Organizational and Consultants Conflicts of Interest.

Potential Conflict 1. Several support contracts have been awarded in support of JTF CAPMED and facilities in the “North Project” and “South Project” that assisted those organizations to develop the requirements in this solicitation. These contractors may have an inherent conflict of interest with respect to the instant solicitation in that they may not be allowed to furnish an offer in response to a requirement they helped develop.

Potential Conflict 2. During the performance of this contract, the successful offeror’s employees will have access to proprietary and other “inside information” that may be relevant to future requirements for JTF CAPMED. Such “inside information” will not available to all potential competitors, and it may assist the successful offeror on this requirement in obtaining future JTF CAPMED awards.

The Contracting Officer seeks to remedy this potential OCI by instituting appropriate restraints on the activities of potential offerors. Offerors are invited to submit a Conflict of Interest Mitigation Plan with their proposals that detail effective measures to mitigate the potential conflicts described above. Mitigation may include, but are not limited to, the use of non-disclosure agreements, firewalls, and company policies and training. If the offeror's Conflict of Interest Mitigation Plan is deemed acceptable by the Contracting Officer, the offeror will preserve its ability to submit proposals in response to this solicitation and future JTF CAPMED requirements. If the offeror's Conflict of Interest Mitigation Plan is not successful, or if the offeror does not submit a Conflict of Interest Mitigation Plan for the instant solicitation, the offeror will be excluded from competing on this solicitation and future JTF CAPMED requirements.

The application of this clause is not subject to negotiation.

This is a "flow down" requirement that applies to all potential subcontracts for services at all levels. Vendors who provide a defined product or service for a fixed price are exempted from this requirement.

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.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.215-7004 Alt I Excessive Pass-Through Charges - Alternate I

MAY 2008

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF DOCUMENTS

Attachment Number	Reference Section	Date	Description	# of Pages
Attachment 1	C.7.	11 May 09 <u>Revised 24 July 2009</u>	Medical Equipment to be Provisioned and Installed by the Contractor	39
Attachment 2	C.7.	11 May 09 <u>Revised 24</u>	Non-Medical Equipment to be Provisioned and Installed by the Contractor	8

		July 2009		
Attachment 3	C.7.	11 May 09 Revised 24 July 2009	Data Processing Equipment (IT) to be Provisioned and Installed by the Contractor	5
Attachment 4	C.7.	11 May 09 Revised 24 July 2009	Furniture and Furnishings to be Provisioned and Installed by the Contractor	16
Attachment 5	C.7.	11 May 09	Other Contractor Provisioned and Installed Equipment (OCPIE)	5
Attachment 6	C.7.	11 May 09	Reuse Equipment to be Uninstalled, Moved/Relocated, and Reinstalled by the Contractor	97
Attachment 7	H.1.	29 May 09	Contractor /Subcontractor and Contractor and Subcontractor Employees Non-Disclosure Agreements	1
Attachment 8	I	19 Jun 09	Incentive Fee Plan	6
Attachment 9	I	24 Mar 09	Department of Labor Wage Determination	10
Attachment 10	L	29 May 09	Past Performance Cover Letter	2
Attachment 11	L	29 May 09	Past Performance Risk Reference Sheet	1
Attachment 12	L	29 May 09	Past Performance Risk Questionnaire	3
Attachment 13	A	16 Jun 09	Excel Pricing Sheet	6
Attachment 14	C.4.5.1	18 Jun 09	Quality Assurance Surveillance Plan	12
Attachment 15	C.5.0	17 Jun 09	Non Disclosure/Non-Use Agreement, Government Furnished Information	1

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

EVALUATION FACTORS FOR AWARD

M.1. EVALUATION FACTORS AND BASIS FOR AWARD

A single award, cost plus fixed fee contract with incentive provisions will be awarded to the responsible Offeror, whose proposal is determined by the Government to offer the best value to the Government, Cost/Price and other factors considered. The Government will conduct a tradeoff process in order to determine which Offeror represents the best value to the Government, considering the following six (6) evaluation factors:

- Evaluation Factor 1: Technical Approach
- Evaluation Factor 2: Management Planning
- Evaluation Factor 3: Relevant Experience
- Evaluation Factor 4: Past Performance
- Evaluation Factor 5: Small Business Participation Plan
- Evaluation Factor 6: Cost/Price

Relative importance: Non-cost/non-price Evaluation Factors 1 through 5 are listed in descending order of importance. Additionally, the combination of Evaluation Factors 1 through 5 is significantly more important than cost. The degree of importance of Cost/Price as a factor could become greater depending upon the equality of the proposals for the non-cost/non-price factors evaluated; where competing proposals are determined to be substantially equal, Cost/Price would become the controlling factor.

A proposal that is rated “marginal” or “unacceptable” in any single Evaluation Factor 1, 2, 3 or 5 or “high risk” for Evaluation Factor 4 may be rejected as “unacceptable.” Offerors are cautioned that the award may not necessarily be made to the lowest cost/price offer.

M.2 EVALUATION APPROACH

All proposals will be evaluated by the Government. Noblis will provide the physical facilities including the maintenance of a “reading room”, and technical advisory services and administrative support for source selection execution, IAP WorldServices Inc. will provide technical advisory services and perform administrative support for the Past Performance evaluation.

M.2.1 Evaluation Factor 1 - Technical Approach. The technical approach for the IO&T contract will be evaluated for its comprehensiveness and for evidence of the extent to which the Offeror’s approach will achieve the goal of delivering high quality services within schedule. The evaluation of technical approach will assess the Offeror’s ability to demonstrate an understanding of the requirements and an ability to meet all of the functional requirements, terms, and conditions identified in the RFP. This evaluation will also determine the extent to which the proposed approach facilitates the Offeror’s ability to address unanticipated requirements or circumstances. The Offeror’s proposal shall be used to assess the Offeror’s understanding of tasks to be performed, as well as the technical approach and methodology for accomplishing tasks under any resultant award to meet the requirements of the PWS.

M.2.2 Evaluation Factor 2 – Management Planning. Management Planning approach for the IO&T contract will be evaluated for its quality and for evidence of the extent to which the Offeror’s management planning approach will achieve the goal of delivering high quality services within schedule. The evaluation of management planning approach will assess the Offeror’s ability to demonstrate an understanding of the major deliverables identified in the RFP. These responses will be important to the evaluation and should be addressed in sufficient detail to facilitate an understanding of the manner and method of compliance during contract performance. They 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, and will include the following draft plans and approaches to developing the final versions:

- Project Management Plan
- Integrated Master Schedule
- Warranty Management Plan
- Staffing Plan
- Subcontract Management Plan
- Risk Management Plan
- Tracking Tool
- Quality Control Plan

M.2.3 Evaluation Factor 3 – Relevant Experience. The Offeror’s proposal shall be evaluated on the amount of relevant corporate experience the company/teaming arrangement possesses in the management and operation of a multi-faceted, multiple-location program. Additionally, the Offeror’s proposal shall be evaluated on the amount of relevant experience possessed by proposed Key Personnel. The Offeror’s corporate experience, as well as experience of proposed Subcontractors and Key Personnel will be evaluated for:

- The degree to which the Offeror’s proposal reflects corporate or proposed staff experience identical to, similar to, or related to the requirement
- Evidence that the organization (including Subcontractors) has current capabilities; and for ensuring performance of this requirement:
 - An appropriate mix and balance of education and training of team members

- Quality and effectiveness insofar as the allocation of personnel and resources

M.2.4 Evaluation Factor 4 - Past Performance. The Past Performance risk evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed Prime Contractor and all proposed Subcontractors. The Prime Contractor and proposed Subcontractors will first be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a past performance risk evaluation that will be based on the quality, relevance, and currency of the Offeror's past performance, as well as that of its Subcontractors. This evaluation will consider how each Offeror's past performance relates to the probability of successful accomplishment of the required effort. Areas of relevance include:

- 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

When assessing past performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed Subcontractors as it relates to all solicitation requirements. These requirements include all aspects of schedule, performance and supportability, including the Offeror's record of: 1) conforming to industry best practices; 2) maintaining program execution within budget; 3) adherence to contract schedules, including the administrative aspects of performance; 4) ability to resolve problems quickly and effectively; 5) business-like concern for the interest of its customers; and 6) establishing and maintaining adequate management of Subcontractors.

Offerors are cautioned that in conducting the past performance risk evaluation, the Government may use data provided in the Offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the Offerors.

M.2.5 Evaluation Factor 5 – Small Business Participation Plan. All Offerors (both large and small businesses) will be evaluated on the level of small business commitment that they are demonstrating for the services portion of the proposed acquisition (CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013), and their level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms as outlined in the Small Business Goals below;
- c. The complexity and variety of the work small firms are to perform;
- d. The Small Business realism of the proposal;

- e. Past performance of the Offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan;
- f. The extent of participation of such firms in terms of the percentage of the **TOTAL VALUE OF CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013.**
- g. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DoD) has established small business goals as an assistance to assure small business receives a fair proportion of DoD awards.

The goals for this procurement are as follows:

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%

Each requirement / objective reflects a percentage of the total contract value. _

M.2.6 Evaluation Factor 6 – Cost/Price. The Government will evaluate the Offeror's proposed costs for completeness, realism and reasonableness. The Government will review and evaluate the separate cost elements and profit/fee in the Offeror's proposal to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency. The Government will utilize support from the Defense Contract Audit Agency (DCAA) in the cost evaluation to confirm approved proposal rates, forward pricing arrangements and appropriateness of the Offeror's accounting system for accurate cost accounting capability. The Government will independently evaluate specific elements of the Offeror's cost estimate to determine whether the estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's technical approach. The Government will utilize weighted guidelines to analyze the Offeror's profit or fee to determine if it is reasonable in light of the associated risks.

M.3. RATING DEFINITIONS

Five different adjectival ratings will be used.

1. The ratings for Technical Approach, Management Planning, and Relevant Experience will be expressed as an adjectival rating as identified in the table below.

Rating Definitions and Criteria

Rating	Definition and Criteria
Excellent (E)	<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous significant strengths, and no significant weaknesses, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a complete understanding of the requirements.</p> <p>Proposal Risk Level: Very Low</p>
Good (G)	<p>The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This approach includes significant strengths, and few weaknesses, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are considered to reflect low risk in that they are clear and precise, supported, and demonstrate a clear understanding of the requirements.</p> <p>Proposal Risk Level: Low</p>
Acceptable (A)	<p>The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both strengths and weaknesses; however, the weaknesses do not outweigh the strengths and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk in that they are for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements.</p> <p>Proposal Risk Level: Moderate</p>
Marginal (M)	<p>The proposal demonstrates an approach which, while being capable of meeting all requirements and major objectives, may not meet some lesser objectives. Any strengths that exist in the approach are slightly outweighed by existing weaknesses. Collectively, the strengths and weaknesses pose a high risk that the Offeror might fail to perform satisfactorily without significant Government oversight or participation. The proposal either fails to address all risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk.</p> <p>Proposal Risk Level: High</p>
Unacceptable (U)	<p>The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more significant weaknesses or deficiencies. Collectively, the strengths and weaknesses are not likely to result in satisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement.</p> <p>Proposal Risk Level: Very High.</p>

2. The following ratings will be utilized in the evaluation of the Small Business Participation Plan Factor:

Small Business (SB) Participation Plan Adjectival Ratings

Rating	EVALUATION CRITERIA				
	Extent of Achievement of RFP SB Participation Objectives	Extent to which SB Participation Goal Rationale Supports Achievement of Successful Overall Contract Performance	Extent to which Corporate/Division SB Participation Goals Satisfy RFP Objectives	Realism of Proposed SB Participation Goals Based on Proposal & Performance Risk	Strengths and Weaknesses
Excellent (E)	Proposed Goals Achieve or Nearly Achieve Almost all RFP Objectives	Extensive & Compelling Rationale for All Proposed Goals	Goals Achieve or Nearly Achieve Almost all RFP Objectives	Highly Realistic	Strengths Far Outweigh Weaknesses
Good (G)	Proposed Goals Achieve or Nearly Achieve Most RFP Objectives, with Meaningful Goals Against Remaining Objectives	Substantive Rationale for Almost All Proposed Goals	Goals Achieve or Nearly Achieve Most RFP Objectives, with Meaningful Goals Against Remaining Objectives	Realistic	Strengths Outweigh Weaknesses
Acceptable (A)	Meaningful Goals Proposed Against Almost all RFP Objectives	Reasonable Rationale for the Majority of Proposed Goals	Meaningful Goals Against Almost all RFP Objectives	Somewhat Realistic	Strengths and Weaknesses Are Offsetting
Marginal (M)	Meaningful Goals Proposed Against Only Several RFP Objectives	Limited Rationale for the Majority of Proposed Goals	Meaningful Goals Against Only Several RFP Objectives	May not be Realistic	Weaknesses Outweigh Strengths
Unacceptable (U)	Failed to Propose Meaningful Goals Against Almost All RFP Objectives	Little or No Meaningful Rationale Provided for Proposed Goals	Goals Fail to Satisfy Almost all RFP Objectives	Not Realistic	Weaknesses Far Outweigh Strengths

1. The following ratings will be utilized in the evaluation of the Past Performance Factor:

Past Performance Risk Rating

Rating	Description
Low Risk	Verification of past performance shows that Offeror consistently meets work schedules, provides specified services, meets contract terms without failure or resolves issues immediately, and has not been defaulted on any contract within the past three years.
Moderate Risk	Verification of past performance shows Offeror meets work schedules and specified services most of the time, meets contract terms without failure or resolves issues immediately, and has not been defaulted on any contract within the past three years.
High Risk	Verification of past performance shows that Offeror has consistently not met work schedules and other obligations, has defaulted on at least one contract within the past three years, or has chronically failed to meet contract terms, or the past performance information provided is not relevant to this requirement.
Unknown Risk	No record of past performance or contact information (telephone, facsimile, or electronic mail address) is available and/or is not valid and/or the points of contact or agencies could not be reached. IAW FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably on past performance.

2. The following standard definitions will be used in the team evaluations for Technical Approach, Management Planning, Relevant Experience, and Small Business Participation Plan, as applicable to each factor.

Standard Definitions

Term	Standard Definitions
Rating	The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies of an evaluation factor. The ratings for each non-cost/non-price factor will be expressed as an adjective.
Strength	Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.
Significant Strength	A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance. (Precede comments with an (S) if identifying a significant strength.)
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance. (Precede comments with an (S) if identifying a significant weakness.)
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Proposal Risk	Proposal risks are those risks associated with the likelihood that an Offeror's proposed approach will meet the requirements of the solicitation.
Performance Risk	Performance risks are those risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of current or past performance.

(End of Summary of Changes)