

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 77	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-11-R-0004	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 18 Jan 2011	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014			CODE W81XWH	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:			See Item 7		TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME AMANDA SMALLWOOD	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-1187	C. E-MAIL ADDRESS amanda.smallwood@amedd.army.mil
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	55 - 58
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	7 - 31	X	J	LIST OF ATTACHMENTS	59
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	33 - 36				
X	G	CONTRACT ADMINISTRATION DATA	37 - 39	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	60 - 70
X	H	SPECIAL CONTRACT REQUIREMENTS	40 - 54	X	M	EVALUATION FACTORS FOR AWARD	71 - 77

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

NOTICE TO OFFERORS

This RFP is in support of the TRICARE Management Activity (TMA), Policy & Operations Directorate to perform program support to the Women, Infants and Children Overseas program. **This requirement is a 100% Total Small Business Set-Aside; only 8 (a) Set-Aside Offerors are encouraged to submit proposals under this request.** Only one contract is anticipated to result from this RFP, however the Government reserves the right to withdraw, modify, or eliminate various aspects of the requirement determined to be too costly or impractical prior to award.

Pricing Information:

The Offeror’s cost/price proposal shall include a completed Section B. The Offeror shall ensure mathematical computations are correct. Errors in addition or multiplication may be considered nonresponsive to this RFP.

(a) Offerors shall propose all contract line items, either by price or “NSP” (Not Separately Priced). A zero dollar figure in a proposal means that the line item shall be provided at no charge to the Government. A line item price left blank will be considered nonresponsive to this request and the proposal will not be considered for award.

(b) Offerors’ proposals shall remain open for a minimum of **90 days** from the date of submission.

(c) Offerors’ shall use the Government provided Plug-Numbers for Other Direct Costs (ODCs) in Section B.

Other Direct Costs (ODCs)

Use the following Plug-Numbers to complete Section B:

- Base Period: \$1,300,000
- Option Period 1: \$1,340,000
- Option Period 2: \$1,380,000
- Option Period 3: \$1,420,000
- Option Period 4: \$1,460,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period WICO Support Services CPFF Base Period (7 Months) Women, Infant, and Children Overseas Program Support Services. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Period WICO ODC's COST Base Period (7 Months) Women, Infant, and Children Overseas Other Direct Costs (ODC's) FOB: Destination		Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option Period 1 WICO Support Services CPFF Option Period 1 Women, Infant, and Children Overseas Program Support Services. FOB: Destination		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Option Period 1 WICO ODC's COST Option Period 1 Women, Infant, and Children Overseas Other Direct Costs (ODC's) FOB: Destination		Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Option Period 2 WICO Support Services CPFF Option Period 2 Women, Infant, and Children Overseas Program Support Services. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Option Period 2 WICO ODC's COST Option Period 2 Women, Infant, and Children Overseas Other Direct Costs (ODC's) FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Option Period 3 WICO Support Services CPFF Option Period 3 Women, Infant, and Children Overseas Program Support Services. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Option Period 3 WICO ODC's COST Option Period 3 Women, Infant, and Children Overseas Other Direct Costs (ODC's) FOB: Destination		Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Option Period 4 WICO Support Services CPFF Option Period 4 Women, Infant, and Children Overseas Program Support Services. FOB: Destination		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Option Period 4 WICO ODC's COST Option Period 4 Women, Infant, and Children Overseas Other Direct Costs (ODC's) FOB: Destination		Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 OPTION	Transition Out WICO Support Services CPFF 5 Month Transition Out Period Women, Infant, and Children Overseas Program Support Services. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Title: WOMEN, INFANTS AND CHILDREN OVERSEAS PROGRAM SUPPORT SERVICES

Requiring Activity Name: TRICARE Policy & Operations Directorate

1.0 SCOPE

The Contractor shall provide services, materials and equipment for program support services to the Women, Infants and Children (WIC) Overseas program. The contractor shall manage and support the WIC Overseas office at all Outside the Continental United States (OCONUS) sites. Establishing a WIC Overseas office shall consist of assisting the Government in acquiring facilities, ensuring facilities meet minimum standards, furniture, equipment and supplies, then staffing the office. Staffing of a WIC Overseas office shall include hiring and training staff members, as well as providing ongoing management direction of staff activities

1.0.1 Background

The Department of Defense (DoD) offers the WIC Overseas nutrition program to eligible participants overseas. WIC Overseas is a program that provides families several important benefits such as; nutritious food, tips on how to prepare balanced meals, nutrition health screening, and access to other resources that shall help families lead healthier lives. Please visit the following web-site for more information: <http://www.tricare.osd.mil/wic/default.cfm>.

1.0.2 Objectives

1. Manage and support WIC Overseas offices at all OCONUS sites (Reference Attachment A).
2. To access resources that shall help families lead healthier lives.
3. To provide support to members of the Armed Forces, civilian employees, and DoD contractors living overseas and their family members with WIC Overseas (nutritional and health) benefits.
4. Maintain and enhance the WIC IT system architecture to enhance program operations and facilitate information distribution.

1.1 Non-Personal Services

This award identifies services that are strictly non-personal in nature.

1.2 Severable / Non-Severable Services

This award identifies services that are severable in nature.

1.3 Inherently Governmental Functions

This requirement has been reviewed and contains no services that are inherently governmental functions.

1.4 Acquisition Functions Closely Associated with Inherently Governmental Functions

This requirement has been reviewed and contains no functions that are closely associated with Inherently Government functions.

1.5 Organizational Conflict of Interest (OCI) Category

TRICARE Management Activity (TMA) has categorized all its non-purchased care requirements into three broad categories, as defined below, for purposes of identifying, avoiding or mitigating against OCIs in accordance with FAR Subpart 9.5. These categories are defined as follows:

- Category 1: TMA Internal Support: Services which, by their very nature, give the Contractor access to potential requirements and extensive data about Category 2 and Category 3 contractors.
- Category 2: Program Management Support: Services which assist TMA in planning and managing its activities and programs. This includes, for example: requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, and independent technical management support.
- Category 3: Product Support. Services or end items required to meet the mission requirements of TMA's non-purchased care activities and programs. This includes, for example: concept exploration and development; system design; system development and integration; Commercial Off-The-Shelf (COTS) procurement and integration; internal development testing; deployment; installation; operations; and maintenance.

Contractor participation in more than one of these areas may give rise to an unfair competitive advantage resulting from access to advance acquisition planning, source selection sensitive or proprietary information. Furthermore, Contractor participation in more than one area may give rise to a real or apparent loss of Contractor impartiality and objectivity where its advisory or planning assistance in one area potentially affects its present or future participation in another area.

The purpose of this categorization is to accomplish the following three objectives: (1) to inform prospective Offerors that TMA presumes that award of a contract or order in the subject category will give rise to real or apparent OCIs with respect to requirements in the other two categories; (2) to assist current Contractors and prospective Offerors in developing their own business strategies regarding participation in TMA requirements and in identifying and, where possible, avoiding or mitigating against OCIs; and (3) to ensure that all current Contractors and prospective Offerors are afforded the maximum practicable opportunity to compete for all TMA requirements consistent with the restrictions required under FAR Subpart 9.5 and sound business practices.

For purposes of identifying, avoiding and / or mitigating against OCIs, TMA will examine all its non-purchased care requirements and acquisitions regardless of the cognizant contracting activity or the type of contract vehicle used.

Each TMA non-purchased care solicitation will therefore be designated as falling within one of the three above defined categories. The work called for under this contract / order has been determined by TMA to fall within the following non-purchased care OCI category:

Category 2: Program Management

2.0 STATEMENT OF WORK (SOW)

2.1 Task Management

The Contractor shall provide sufficient, properly trained management to ensure that this task is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single manager to oversee this task and supervise staff assigned to this task. The Contractor shall ensure that a Monthly Progress Report is submitted outlining the expenditures, billings, progress, status, and any problems/issues encountered in the performance of this task.

2.1.1 Monthly Progress Report (MPR) – Deliverable 2

The Contractor shall ensure that a MPR is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of this task (**Deliverable 2**), in accordance with the format located at: <http://www.tricare.mil/tps/MonthlyProgressReport.doc>

The MPR shall include the labor hours expended, by labor category, for each task and sub-task.

The MPR shall measure the Contractor's cost and schedule performance using either the Government-approved Work Breakdown Structure (WBS) or a separate arrangement as mutually agreed upon by the Government and the Contractor.

The Contractor shall require all subcontractors to provide input to the MPR where there are critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor.

2.1.2 Subcontractor Expenditures Report – Deliverable 3

If Subcontractors are used, the Contractor shall prepare and deliver a Subcontract Expenditures Report (**Deliverable 3**) that discloses actual subcontract expenditures by company name, business size standard (i.e. Woman Owned Business, Veteran Owned Business, etc.), and other socioeconomic programs (i.e. Indian Incentive Program, Historically Black Colleges and Universities and Minority Institutions, etc.).

2.1.3 Contract Work Breakdown Structure (CWBS) – Deliverable 4/Deliverable 5

Not applicable for this task.

2.1.4 Integrated Master Schedule – Deliverable 6

Not required for this task.

2.1.5 Earned Value Management (EVM) – Deliverable 7/Deliverable 8

Not required for this task.

2.1.6 Transition Support

a. Incoming Transition Plan– Deliverable 9

The Contractor shall provide a plan for 60 days of incoming transition from contract to contract. The Contractor shall coordinate with the Government in planning and implementing a complete transition to the Contractor's support model. The Contractor shall collaborate with the Government to develop and deliver an Incoming Transition Plan (**Deliverable 9**). The Government will designate a transition period for the incoming Contractor to coordinate and work with the incumbent Contractor. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new Contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Distribution of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance,
- Applicable TMA briefing and personnel in-processing procedures,
- Coordinate with the Government to account for government keys, ID/access cards, and security codes.

b. Option Item: Outgoing Transition Plan – Deliverable 10

The Contractor shall provide a plan (**Deliverable 10**) for 60 days of outgoing transition for transitioning work from an active task order to a follow-on contract/order or Government entity. This transition may be to a Government entity, another Contractor or to the incumbent Contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from this Contract and/or orders issued under this Contract to a successful provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new Contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),

- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Disposition of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance.
- Applicable TMA debriefing and personnel out-processing procedures.
- Turn-in of all government keys, ID/access cards, and security codes.

2.1.7 Program Management Plan – Deliverable 11

The Contractor shall develop a Program Management Plan (**Deliverable 11**) that shall require Government approval. This plan shall be applied by the Contractor to manage, track and evaluate the Contract performance. The Program Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution and tracking.

The Program Management Plan shall include the following:

- Identification of milestones where Government information/activity is required and timeline dependencies for subsequent Contractor activities;
- An Integrated Master Management Plan (IMMP) describing the Contractor's overall management approaches, policies and procedures including suggested project metrics; and,
- A detailed staffing plan.

2.1.8 Quality Control Plan – Deliverable 12

The Contractor shall prepare and adhere to a Quality Control Plan (QCP) (**Deliverable 12**). The QCP shall document how the Contractor will meet and comply with the quality standards established in this statement of work. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

2.1.9 Contingency Operations Plan – Deliverable 13

The Contractor shall develop and submit a Contingency Operations Plan to the Government (**Deliverable 13**). The Contingency Operations Plan shall document Contractor plans and procedures to maintain TMA support during an emergency. The Contingency Operations Plan shall include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- Planned temporary work locations or alternate facilities
- How the Contractor will communicate with TMA during emergencies
- A list of primary and alternate Contractor points of contact, each with primary and alternate:
 - Telephone numbers
 - E-mail addresses
- Procedures for protecting Government furnished equipment (if any)
- Procedures for safeguarding sensitive and/or classified Government information (if applicable)

2.1.10 Operations During Emergency Situations

Individual contingency operation plans shall be activated immediately after determining that an emergency has occurred, shall be operational within twelve (12) hours of activation, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first. In case of a life threatening emergency, the COR shall immediately make contact with the Contractor Task Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, the Contractor Task Manager shall promptly open an effective means of communication and verify:

- Key points of contact (Government and Contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential work products expected to continue production by priority

The Contractor Task Manager, in coordination with the COR, must make use of the resources and tools available to continue TMA contracted functions to the maximum extent possible under emergency circumstances. The Contractor must obtain approval from the COR and Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

2.1.11 Contractor Personnel Performance/Replacement

Substitutions of quoted Key Personnel shall not be allowed for a period of six months after award, except under extreme circumstances. Any substitution or replacement Key Personnel shall have qualifications equal to or greater than the individuals quoted. For temporary and/or permanent replacement of Key Personnel, 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. The Government reserves the right to pre-approve any replacement or substitution of Key Personnel. Contractor personnel must submit necessary information to be issued a clearance prior to reporting for performance.

2.2 Specific Tasks

C.2.2.1 Program Operations - Task 1

C.2.2.2 Management and Support of the WIC Overseas Offices

C.2.2.2.1 The contractor shall manage and support WIC Overseas office at all OCONUS sites. Establishing a WIC Overseas office shall consist of acquiring facilities, ensuring facilities meet minimum standards, furniture, equipment and supplies, then staffing the office. Staffing of a WIC Overseas office shall include hiring and training staff members, as well as providing ongoing management direction of staff activities.

C.2.2.2.2 The Contractor shall assign a full time company representative to each OCONUS TRICARE Area Office as needed. The primary functions of the contractor shall be to maintain communications among all stakeholders in the theater; maintain and provide data and briefings pertaining to the contractor's WIC operations in the theater; and assist the contractor program management staff as directed by the Program Manager (PM).

C.2.2.2.3 The Government shall recommend the type and scope of positions required to administer the WIC Overseas Program by site. Each position shall be supported with a functional job description, including academic and experiential qualifications.

C.2.2.2.4 The contractor shall hire as many WIC Overseas staff as possible from the local area. Preference shall be given to command sponsored family members of active duty personnel or Government employees.

C.2.2.2.5 When there are no locally based personnel available to fill any of the required professional level positions, the contractor may hire from CONUS sources and move the new employee, at Government expense, to any of the required sites.

a. The minimum tour of duty is one year. Any contractor employee who leaves their employment prior to completion of the minimum tour shall be responsible for repaying their moving expenses on a pro rata basis.

b. Contractor employees moved to OCONUS sites shall be entitled to all logistical support and benefits normally provided to Government employees as if they were GS-11 equivalents.

c. Contractor employees who are otherwise eligible for logistical support may also receive Cost of Living Allowance (COLA), similar to the Government employee COLA.

d. Logistical support includes the following (in addition to possible movement of Household Goods (HHG) and possible COLA):

- 1) Tuition support for dependent children in the nearest DOD school on a space available basis.
- 2) Access to all post, camp or station facilities, such as recreational facilities, the base exchange or the commissary, on the same basis as a civilian GS employee, grade GS-11.
- 3) Use of government owned "loaner" furniture and appliances on a space available basis.
- 4) Medical, dental and veterinary support on a space available basis.

C.2.2.2.6 The contractor shall provide all necessary training for WIC Overseas staff to comprehend, understand and administer the WIC Overseas Program. Included in this training shall be policy, procedures, computer and software operation, and general administration of the WIC Overseas Program.

C.2.2.2.7 The contractor shall conduct comprehensive marketing and promotional efforts to ensure that most eligible participants are entered into the program.

C.2.2.2.8 The contractor shall conduct a community wide education program to inform potential participants on the purpose and benefits of the WIC Overseas Program.

a. The contractor shall develop procedures to assure nutrition education is available for all adult and child participants and that education is relevant to nutrition risk.

b. The contractor shall develop and conduct specific outreach programs targeting expectant mothers to promote the benefits of participating in the WIC Overseas Program. Individual and group educational sessions/classes regarding the benefits and techniques of breastfeeding shall be included when applicable. The WIC Overseas Office shall provide, on a loan basis, an electric breast pump for lactating mothers desiring these devices to support the duration of the breastfeeding period.

c. The education program shall provide participants with nutrition education information at least twice during a 6-month period. This effort should include face-to-face meetings at certification and second draft pick up. Education materials shall be provided in English and, upon request of TMA, in languages common to the population served. The contractor shall develop procedures to identify all training activities provided by local sites.

d. The contractor shall monitor nutrition education to assure parity of information and compliance with TMA policy guidance across the WIC Overseas system. The contractor shall develop a method to document and track education sessions received by participants.

e. In accordance with TMA policy, only qualified Certified Professional Authority (CPA) and Clinical Health Program Specialist (CHPS) shall be utilized to conduct nutrition education training.

C.2.2.2.9 The contractor shall provide written educational and marketing materials for distribution and/or posting at all WIC Overseas offices and in other locations, such as commissaries or NEXMart stores where target audiences may reasonably be expected to encounter them. Such materials may be supplied by the government, procured from commercial sources, or custom designed and procured by the contractor. All written materials must be approved by the TMA PM prior to procurement and distribution.

C.2.2.2.10 Screening and eligibility determinations

a. Potential participant screening:

1) The contractor shall schedule initial certification appointments for prenatal women and infants within 10 calendar days of application for services once the WIC Overseas office has been fully operational for 120 days.

2) The contractor shall schedule initial certification appointments for women (other than prenatal) and children within 20 calendar days of application for services once the WIC Overseas office has been fully operational for 120 days.

3) The contractor shall schedule nutrition education and draft pick-up appointments NLT 90 days after certification or re-certification.

4) In addition to data collected by the software, the contractor shall collect supplemental demographic data as necessary for use in characterizing participants.

b. Eligibility determinations

1) WIC Overseas office staff shall determine program eligibility based on the rules / regulations / guidelines as set forth in the Department of Defense (DoD) Women, Infant, and Children Overseas (WICO) policy manual which will be provided to the contractor upon award.

2) In addition to data collected by the software, the contractor shall collect supplemental demographic data as necessary for use in characterizing participants.

3) WIC Overseas Office staff shall determine eligibility criteria of WIC Overseas participants based on participant type, residency eligibility, categorical type, income eligibility, and nutritional risk.

4) Office staff shall obtain all necessary and pertinent participant information required and enter the data into the WIC Overseas Program designed software.

5) The contractor shall honor and accommodate WIC Overseas Program eligible personnel who transfer in from CONUS with previous WIC certification and all WIC Overseas Program eligible personnel who transfer within the OCONUS WIC Overseas Program.

6) Once eligibility is established, WIC Overseas office staff shall issue WIC Overseas drafts for use at commissaries or NEXMART stores.

7) Contractor personnel shall counsel participants who are transferring from OCONUS to CONUS on accessing the WIC Program at their PCS destination. A process should be established to issue a Verification of Certification (VOC) document to the transferring participant.

c. WIC Overseas Office staff shall provide ineligible participants with a written Notice of Ineligibility and a written copy of the appeals process.

1) Upon request, ineligible families may be provided with nutritional counseling and appropriate literature.

2) The contractor shall establish a grievance procedure to adequately and expediently address concerns from participants in the WIC Overseas program.

3) The contractor shall establish a procedure that rapidly identifies participant abuse/violation of the WIC Overseas program. Participants who do not abide by the policies set forth in the DoD WICO policy manual shall be terminated.

d. Issuance of WIC Overseas Drafts

1) Issuance shall normally be accomplished on a 90-day cycle, allowing the option for more frequent distribution in high-risk cases or for administrative necessity.

i. Drafts shall be issued in ID folders that shall, when completed, establish the identity of the beneficiary and the authority to negotiate the drafts.

ii. The contractor shall establish appropriate procedures to permit "Proxies" to sign for and use food instruments in lieu of the participant, or parent or guardian of a participant infant/child.

2) Evaluation of participants to determine appropriate food package for delivery shall be accomplished IAW the DoD WICO Policy Manual.

i. Contractor personnel shall obtain, chart and graph appropriate height and weight measurements for participants and ensure a method is in place to obtain the blood work results.

ii. The contractor shall provide procedures for prescribing and documenting special formulas as an eligible food item. Contractor personnel shall obtain for participants infant formula characterized as "special formula" not available but determined to be medically necessary as indicated by a written prescription from the primary care provider (PCP) within one week.

iii. Contractor personnel shall administer and obtain a 24-hour dietary recall to determine nutritional risk eligibility.

iv. Contractor personnel shall recommend and provide the appropriate food package needed for the participant.

v. Contractor personnel shall recommend those foods stocked in authorized commissaries and NEXMARTs located OCONUS.

3) Control of draft stock

i. The contractor shall provide TMA approved site-specific draft stock suitable for use in the US banking system.

- ii. The contractor shall assist with developing a procedure to document disposition of all drafts issued to each site. This procedure shall be incorporated in the reconciliation process.
- iii. Contractor personnel shall keep draft stock in a secure, fireproof, and locked environment to significantly decrease the probability of lost or stolen draft stock that could lead to fraud, waste or abuse.
- iv. Contractor personnel shall keep a log of daily draft issuance to participants. This log should be done using the Participant Information Management System (PIMS) software.
- v. Contractor personnel shall void all drafts issued and reported by participant as lost or stolen. Contractor personnel shall also identify to authorized commissaries and NEXMARTs located OCONUS, via electronic transmission, the serial numbers of lost or stolen drafts.
- vi. The contractor shall establish an internal audit process to identify food instruments that are to be “dishonored” due to improper use, improper processing or potential fraud.
- vii. The contractor shall assist with developing procedures for tracking, reconciliation, archiving and destruction of food instruments as well as reporting of the same.
- viii. Contractor personnel shall provide a report of those drafts issued but unredeemed or voided due to time constraints indicated on the drafts.

C.2.3 MANAGING WIC OVERSEAS DRAFTS – TASK 2

C.2.3.1 The contractor shall design and procure WIC Overseas draft stock. The design must be approved by TMA PM prior to procurement.

C.2.3.1.1 The contractor shall ensure draft stock must be compatible with the PIMS, conform to all applicable Federal Reserve Board (FRB) rules, and be acceptable to the servicing military banking facilities or finance offices for deposit and processing.

C.2.3.1.2 The contractor shall ensure drafts shall be uniquely serialized (including country and service site codes).

C.2.3.1.3 The contractor shall assure that a minimum 30-day supply of draft stock is on hand at each WIC Overseas office at all times.

C.2.3.2 The contractor shall procure and issue rubber stamps of a design approved by TMA to each authorized food retailer. The stamped image shall be placed in the “NOT VALID W/O WICO COMMISSARY/NEXMART STAMP” block of the draft, thus identifying the commissary /NEXMART through a unique identification code.

C.2.3.3 The contractor shall ensure WIC Overseas drafts shall be issued to eligible WIC Overseas participants at the time of their appointment. The drafts shall be immediately negotiable according to the TMA policy at all authorized commissaries/NEXMARTS located OCONUS.

C.2.3.3.1 Negotiated drafts shall be deposited by the commissary/NEXMART in the same manner as personal checks received in payment for food.

C.2.3.3.2 Negotiated drafts shall be cleared through the FRB system, as would personal checks.

C.2.3.4 The contractor and its banking partner shall receive and process WIC Overseas Drafts for payment on a daily basis. Subsequent to processing the Drafts, the banking partner shall debit the contractor’s WIC Overseas

operating account for the total value of all Drafts received on a given day and shall prepare the Drafts for pickup and review by the contractor.

C.2.3.5 The contractor shall examine each Draft received from their banking partner for “fatal errors” to determine whether to “clear” the Draft for payment, or to “dishonor” the Draft.

C.2.3.5.1 The contractor shall audit all WIC Overseas drafts within 24 hours of receipt from their banking partner 99% of the time.

C.2.3.5.2 The contractor shall ensure all Drafts containing “fatal errors” shall be dishonored and shall be returned to the banking partner for return through the FSB system to the depositing food retailer.

C.2.3.5.3 The contractor shall submit a daily activity summary report to TMA, for use in reconciliation of reimbursement requests. This report is due every two weeks to the budget office at TMA Aurora.

C.2.3.6 Fatal errors and actions to be taken by the contractor include but are not limited to the following. In each case, the contractor shall dishonor the draft according to the rules presented:

C.2.3.6.1 Reported Lost or Stolen – Lost or stolen drafts are to be reported to the local WIC Overseas office where they originated. That office shall make notifications as outlined in TMA policy manual. Any draft that has been reported lost or stolen and presented for payment shall be dishonored.

C.2.3.6.2 Alteration of Draft from Original Printed Version via Pen and Ink, Pencil, Marker, Whiteout, or Other Form of Revision – Any Draft that is submitted with one or more of the following fields altered shall be dishonored: Draft Serial Number, WIC Overseas Participant ID number, Name of WIC Overseas Participant, Food Package, Date of First Day to Use, Date of Last Day to Use, any alterations to specific quantities or items allowed for purchase with Draft, or any alterations to the validated total purchase amount imprinted on the back of the Draft. However, the following alterations are permissible: In the “Pay Exactly” field or the “Date of Purchase” field, an erroneous original amount or date may be stricken out with a single ink line, correct legible amount or date made somewhere in the same area in ink, and cashier or supervisor initial annotated next to the correct amount or date.

C.2.3.6.3 Missing Draft Serial Number - Any Draft without a Serial number imprinted in the two areas in the top right quadrant and/or if all or part of the MICR line is missing at the bottom of the Draft, shall be dishonored.

C.2.3.6.4 Missing First/Last Day To Use Range - Any Draft without a date in the "First Day to Use" or in the "Last Day to Use" block shall be dishonored.

C.2.3.6.5 Missing Participant Name - Any Draft that does not have a Participant Name shown in the appropriate field shall be dishonored.

C.2.3.6.6 Missing Food Information – Any Draft without information shown in the block that details the quantity and description of WIC Overseas foods that may be purchased with the Draft shall be dishonored.

C.2.3.6.7 Missing or Undetermined “PAY EXACTLY” Amount - Any Draft that does not bear a value or which has an illegible or destroyed value shown on the "PAY EXACTLY" line shall be dishonored if the contractor cannot determine the value from the deposit information printed on the reverse side of the Draft.

C.2.3.6.8 Missing Signature – Any Draft for payment that does not bear a participant, sponsor, legal guardian, or proxy signature shall be dishonored. This can be appealed by the participant.

C.2.3.6.9 Accept on Date Outside First/Last Day To Use Range – Any Draft negotiated on a date prior to the “First Day to Use” or on a date after the “Last Day to Use” shall be dishonored. This cannot be appealed.

C.2.3.6.10 Draft Deposited Past Deposit "Window" – Any Draft deposited in an MBF on a date later than Last Day to Use plus 45 Days shall be dishonored.

C.2.3.6.11 Draft for Which the Depositing Authorized Commissary/NEXMART cannot be Identified – Any Draft whose Payee cannot be determined from either a valid WIC Overseas Code in the WIC Overseas Stamp box or from the information on the back of the Draft shall be dishonored.

C.2.3.6.12 Draft Received From Unauthorized Retail Site - The contractor shall dishonor any Draft received for payment from any facility or retailer other than an authorized overseas commissary/NEXMART.

C.2.3.6.13 No Record of Valid Issuance – The contractor shall dishonor any Draft that is submitted for payment for which there have no record of issuance at the time of settlement.

C.2.3.6.14 Exceeds Pre-determined Maximum Value - The contractor shall dishonor any drafts whose value exceeds 120% of the pre-determined maximum value of the authorized food package or 105% for fruits and vegetables. Pay up to the NTE.

C.2.3.7 DeCA and/or NEXCOM shall be responsible for payment of any/all dishonored Item Fees charged by the MBF of Deposit. There shall be no fees charged by the contractor or its banking partner.

C.2.3.8 The contractor shall note the following exceptions and resolve them as indicated below:

C.2.3.8.1 Missing “PAY EXACTLY” Amount – The contractor shall design and implement a process for identifying the amount of the sale from the information on the deposit information printed on the back of the Draft and apply that process in all cases in which a Draft is submitted for payment without an amount written on the “Pay Exactly” line. The draft shall be dishonored only if the payment amount cannot be determined from the information on the back of the Draft.

C.2.3.8.2 Missing or Illegible WIC Overseas Commissary/NEXMART Stamps – The contractor shall design and implement a process for identifying the depositing commissary or NEXMART from the information on the back of the Draft, in the cases in which a Draft is submitted for payment without a valid WIC Overseas Code in the WIC Overseas Stamp box. The contractor shall dishonor that Draft only if the depositing commissary or NEXMART cannot be determined from the information on the back of the Draft.

C.2.3.8.3 Mismatched Draft Serial Numbers – The contractor shall honor Drafts on which the MICR line matches one of the two Draft serial numbers in the top right quadrant. The Draft shall be reconciled as “cleared with corrections” and recorded in the final Draft reconciliation record.

C.2.3.8.4 Altered Signature on Draft – The contractor shall honor Drafts on which a line has been drawn in ink through the participant signature and the Draft resigned.

C.2.3.8.5 Exceeding NTE Value - The contractor shall honor any Draft submitted for payment up to 120% of the pre-established NTE value or 105% for fruits and vegetables. The Draft shall be reconciled as “cleared with corrections” and recorded in the final Draft reconciliation record. The contractor shall design and implement a process for notifying TMA and the appropriate DFAS office or NEXCOM office of these Drafts.

C.2.3.9 Appeals of Dishonored Drafts - DFAS-EU (for DeCA), DFAS-CO/Commissaries, and NEXCOM will have no more than 90 days after last day of use to file an appeal of a payment denial and related banking fees. The contractor shall design and implement an appeal process outside the banking system that ensures the rejection or acceptance of an appeal within 30 days of receipt by the contractor.

C.2.3.9.1 The contractor shall review each appeal and judge the circumstances leading to the appeal and the validity of the claim.

C.2.3.9.2 The contractor shall reimburse the appealing party or consolidated DeCA identified office with a business draft written on the WIC Overseas Bank / Operating account should an initial decision to dishonor a draft be reversed.

C.2.3.9.3 The contractor shall return all unsuccessful appeals to the appealing party with a full written explanation of the rationale for denial and instructions for pursuing a final appeal. DFAS (for DeCA) and NEXCOM may appeal an unfavorable ruling by the contractor to the TMA Program Manager.

C.2.4 ACCOUNTING FOR GOVERNMENT FUNDS - TASK 3

C.2.4.1 The contractor shall establish and maintain a financial accounting system that complies with Generally Accepted Accounting Principles (GAAP) and guidelines established by the Financial Accounting Standards Board (FASB).

C.2.4.2 In addition, the contractor shall establish and maintain financial and accounting procedures that include elements such as a delineation of contract-required TRICARE financial accounting functions and reports, organizational structure with lines of authority clearly depicted, job descriptions, etc.

C.2.4.3 Corporate Internal Review

C.2.4.3.1 Internal review shall be accomplished to make certain that accounting data are correct and reliable. The following are minimum requirements: The contractor internal review staff must conduct regular, routine audits on no less than an annual basis to ensure proper monitoring in areas of WIC Overseas drafts issued, voided and returned, financial accounting, internal controls and possible fraud and abuse review (to include whether WIC Overseas drafts were used for their intended purpose).

C.2.4.3.2 For routine audits, the contractor is responsible, with TMA approval, for determining the factors that shall be included in each individual audit and the time frames in which those audits shall occur. The audit function may be subcontracted to a CPA firm. A copy of each audit of the accounting system shall be sent to the Director, Contract Resource Management (CRM), TMA, and a copy to the Chief, Office of Program Integrity, TMA, at the same time it is released to contractor management. The audit shall be considered as an alternative Internal Management Control Review for the accounting function.

C.2.4.3.3 The entire WIC Overseas program shall also be subject to government audits.

C.2.4.3.4 Identifying and preventing participation in more than one WIC Overseas site.

C.2.4.4 Financing Of Payments For WIC Overseas Drafts

C.2.4.4.1 Payments for WIC Overseas Drafts shall be accomplished through FEDWIRE and the Automated Standard Application for Payment (ASAP) program. The Department of Treasury and the Federal Reserve Bank at Richmond, VA run these programs. TMA, CRM shall be the initiating agency to establish and approve the necessary links for these programs.

C.2.4.4.2 ASAP is a mechanism for paying the contractor for WIC Overseas drafts that have been cleared through the banking and review processes. This allows contractors to draw cash directly from the Federal Reserve to cover the amount of the drafts as they clear the contractor's bank. Only one bank account shall be used for ASAP transactions for this program.

C.2.4.4.3 Since the government is allowing the contractor and their bank to draw directly on the Federal Reserve through ASAP, great care must be taken by the contractor and their bank to insure accurate computation and withdrawals. The contractor shall be held accountable for any overdrawn amounts and interest on those amounts shall start the next business day. Interest is based on the established Treasury rates for collections.

C.2.4.5 Establishing ASAP Access for Contractor Bank

C.2.4.5.1 Contractor Responsibilities:

a. The contractor shall establish a bank account with a commercial bank that has the capability to process FEDWIRE transactions related to ASAP. Procedures are subject to Treasury requirements at the time the account is established.

b. The contractor shall submit bank information to CRM, not later than thirty (30) days prior to the beginning of processing drafts on a new account. Information must include:

- 1) Bank's name
- 2) Bank's overnight mail address
- 3) ABA (American Banking Association), routing number also referred to as an RTN number.
- 4) Contractor's bank account number
- 5) Specific individual at the bank to be a point of contact including their phone number, fax number and email address.

c. TMA/CRM Responsibilities:

- 1) CRM will establish authority and access to ASAP with the bank and the Treasury Department based on Treasury requirements when the accounts are established.
- 2) CRM will notify the bank and the contractor once the ASAP account has been established along with any codes or other information necessary for the bank to complete draws.
- 3) CRM will establish the accounts and codes in ASAP that are necessary for the draws to be completed.

d. Daily Operations:

- 1) Computation of a Draw down:

(a) The total amount of a cash draw from the Federal Reserve is based on the daily total of WIC Overseas drafts presented to the bank for payment and approved in the review process.

(b) Computation of the amount of the draw must include related deposits of funds into these accounts. These deposits shall reduce the amount of cash to be drawn on the day of the deposit. Deposits should be shown and explained on the monthly report described in D.2 below.

(c) The contractor has the sole responsibility for ensuring that cash draws do not exceed the amounts authorized to be drawn against the ASAP account. The total amount authorized is only the amount of the drafts being cleared by the bank less any related deposits. The contractor shall be responsible for returning any excess no later than the next business day after the excess draw. Interest shall be charged, at rates established by the US Treasury, for any excess draws from the first workday after the draw until the excess is repaid or re-deposited to the Treasury.

2) If there is more than one bank account controlled by a contractor, strict attention should be paid to keeping all transactions separate and identified to the correct account.

(a) Amounts drawn by the bank must be reported by the bank to the contractor for control purposes. The contractor and the bank may determine how they wish to report and control these transactions between them but the contractor shall be responsible for ensuring the accuracy of drawdowns and for all reporting to TMA.

e. Reporting Requirements

1) Each month, the contractor shall prepare and send a report to CRM, listing all cash draws for that month against the bank account. This report is due the first workday of the following month.

2) Each month, the contractor shall prepare and send an electronic report to CRM that lists all cleared drafts with the following information for each draft:

- (a) Draft control number (to include the 2 digit country code and 2 digit facility code)
- (b) Participant name
- (c) Participant social security number
- (d) Amount paid
- (e) Issue date of draft
- (f) Date draft was paid

3) This report should equal the draws done in the same month. Any discrepancies should be explained in detail and in writing.

C.2.5 MANAGEMENT REPORTING AND QUALITY CONTROL – TASK 4

C.2.5.1 The contractor shall develop a set of Monthly Management Status Reports (**Deliverable 19**) that provide key management information to the COR, the Contracting Officer, and others as directed. Reports shall include, at the minimum, information about the following topics:

C.2.5.1.1 Personnel: (Information shall be provided in Monthly Management Status Report)

- a. Hiring and other significant personnel issues
- b. Staffing ratios
- c. Personnel qualifications
- d. Labor burn rate

C.2.5.1.2 Participants and finance (Information shall be provided in Monthly Management Status Report)

- a. Demographics (Quarterly report shall be provided by site)
- b. Indicators of program success, e.g., breastfeeding rates (Annual report shall be provided that mirrors the USDA MDS report)
- c. Accounting data regarding Draft use (Monthly report shall be provided)

C.2.5.1.3 Facilities

- a. Location – Information shall be provided monthly

C.2.5.1.4 Equipment (an annual report shall be provided)

- a. Information systems
 - i. Computers and servers
 - ii. Support systems: faxes, copiers, phone support
 - iii. Networking (intranet and extranet)
- b. Office Equipment
- c. Furniture
- d. Training equipment
- e. Nonstandard equipment and furnishings necessary for operation of WIC Overseas offices

C.2.5.1.5 Operations (Activities shall be included in the Monthly Management Status Report)

- a. Significant activities summary
- b. Policy and procedure issues
- c. Visitors

- d. Marketing
 - i. Meetings and other public outreach activities
 - ii. Information briefings
 - iii. Articles, interviews or other public relations initiatives
- e. Classes (Information shall be provided in Monthly Management Status Report)
 - i. Group Classes for Participants
 - (a) Schedule of classes
 - (b) Number in attendance
 - ii. Individual, group and family unit training provided by CPAs
 - iii. Staff Training
 - (a) Policy and procedures
 - (b) PIMS operations
 - (c) Quality control
 - (d) Continuing education
 - (e) Satisfaction and Quality Issues

C.2.5.2 The contractor shall establish an in-house quality management capability to apply the principles of total quality management and data quality management to all aspects of the operation of the WIC Overseas program. The contractor QC staff shall perform the following functions:

C.2.5.2.1 Preparation of a Quality Control Plan that addresses the application of total quality management to program management and site operations.

C.2.5.2.2 Perform Business Process Reengineering (BPR) studies; Business Case Analysis (BCA) and similar analyses to ensure continuously improved operations across the entire continuum of services from the individual site to the program management level.

C.2.5.2.3 Perform analysis of data generated within the system to measure systems performance, identify trends, and conduct cost-benefit analyses. The contractor shall propose data metrics that can be used as part of a comprehensive, recurring management control system.

C.2.5.2.4 Design, development, application and analysis of satisfaction surveys that address the following areas of interest regarding participant satisfaction:

- a. Staff-participant interaction
 - i. Certification process
 - ii. Re-certification Process

- b. Operational issues
 - i. Hours of operation
 - ii. Clinic access
 - iii. Appointment Process
 - iv. Facility
- c. Education and training
 - i. Adequacy
 - ii. Usefulness
 - iii. “Understandability” of nutrition education materials/information
- d. Overall program satisfaction

C.2.5.2.5 Gather data, perform analyses and develop recommendations regarding new initiatives or innovations that could directly improve the quality, efficiency and cost effectiveness of the WIC Overseas program.

C.2.5.2.6 Provide evaluations of major software systems fielded as part of the WIC Overseas program. The QC staff shall evaluate systems for user interface design, data quality and data integrity, documentation, training and usefulness.

C.2.5.2.7 Automation support (software development, web-based data collection, equipment and communications equipment) required to gather the data, prepare the reports and perform the analysis discussed in this section are discussed in the Information Systems section of the SOW.

C.2.5.2.8 Descriptions of sample reports that the contractor may provide include, but are not limited to, the following:

- a. Daily reconciliation report to include participant name and ID number, serial number of individual draft, amount paid, issue date and date paid.
- b. Monthly report – same as above but compiled and reported on a monthly basis.
- c. Site activity report – Numbers of certifications, re-certifications, de-certifications, appointment no shows, average processing time, eligible, non-eligible.
- d. Certification analysis – Pregnant, breast-feeding, post-partum (non breast feeding), infant, and child.
- e. Educational activity report - Nutritional education classes conducted, including number of attendees.
- f. Ineligibility report – Persons denied participation segmented by residence, type, category, income level and nutritional risk.

g. Draft analysis – Numbers of drafts issued, drafts cleared, value of drafts cleared, average draft value, number of drafts reported lost/stolen, and drafts that were not redeemed during the dates of acceptable use.

h. NTE report – Date and location where draft issued, participant name and ID, food package authorized, value of authorized food package, amount of draft as tendered for payment, amount in excess of not-to-exceed value, and disposition of draft (honored but noted on exception report or dishonored).

i. Monthly exception report – Generated from information tracked in the reconciliation program. Data provided shall include all fatal errors, alterations, mismatched serial numbers, drafts cleared out of region, etc.

j. Fraud, waste & abuse - Report any participants that are showing active at multiple sites.

C.2.6 INFORMATION SYSTEMS – TASK 5

C.2.6.1 Government currently has a software application in place as part of program management. The application in place is the Participant Information Management System (PIMS). PIMS is a stand alone/shared database application that automates the process of defining eligible participants for WIC Overseas, issue program drafts to participants, and send participant information to a central repository for reconciliation. The system utilizes an Access 2000 database application and an Oracle repository.

C.2.6.2 The contractor shall maintain an information infrastructure, based on TMA's concept of operations for the WIC Overseas program, as expressed in the WIC Overseas Policy document, capable of supporting the following functions:

C.2.6.2.1 Normal WIC Overseas office operations (e.g., provide functional support to contractor staff necessary to perform routine office operations such as preparation of correspondence, reports and budgets, and other routine office functions.)

C.2.6.2.2 E-mail capability and Internet access using either government provided access such as NIPRNET access or through commercial carriers.

C.2.6.2.3 Provide the capability to transmit and receive all files necessary to support local, regional and system-wide operations of the WIC Overseas program.

C.2.6.2.4 Maintain and enhance PIMS application software. Contractor shall use interface tools contained in the PIMS software toolkit, other commercial software products and custom designed software products to develop utilities, interfaces and report generators necessary for efficient site operations. The Contractor shall receive training on the PIMS system during the transition period.

C.2.6.3 Procurement and Operational Testing of Equipment and Supplies

C.2.6.3.1 The contractor shall procure replacement computers (clients and servers), printers, network interface units, modems (or other communication devices), surge protectors, cables, hubs, routers and other peripherals necessary for site operations and systems management as needed.

C.2.6.3.2 The contractor shall purchase equipment or supplies at or below the Government pricing levels whenever possible and shall make available for audit purposes all documentation regarding the purchase and delivery of any purchases supporting the WIC Overseas program.

C.2.6.3.3 The contractor shall identify, procure and install operating systems for all clients, servers and other computer equipment that shall allow PIMS applications software operations, internal data communications, file transfers, back-up and other operations necessary to support the WIC Overseas program. The contractor's ability to

perform these tasks is dependent on policies and procedures regarding operating systems, networks and network security at the local installation/base. The contractor may need to request access, comply with local policies and meet certain access restrictions that may result in less than optimal performance or development of “work-around” solutions to satisfy operational needs. TMA shall be kept advised of such limitations.

C.2.6.3.4 The PIMS has completed the DoD Information Assurance Certification and Accreditation Process (DIACAP) and been granted an Authority to Operate (ATO) certificate. The contractor shall maintain the DIACAP certification and comply with all DoD Information Technology standards.

C.2.6.3.5 The contractor shall configure clients, servers and other computer systems to insure interoperability of hardware, software and communications systems.

C.2.6.3.6 The contractor shall perform or coordinate the delivery, set-up and configuration of all IM/IT equipment provided to each site specified or authorized by TMA.

C.2.6.3.7 The contractor shall provide technical support regarding set-up, configuration management, operating systems, network management, data transmission and communications, back up and archiving procedures and other aspects of information support.

C.2.6.3.8 The contractor shall perform or coordinate the repair, maintenance, upgrade and/or replacement of all equipment procured by the contractor on behalf of the WIC Overseas program.

C.2.6.3.9 The contractor shall operate, at the minimum, a six day a week, 24 hour a day (Sunday through COB Friday - USA) Help Desk facility to assist site personnel and field technical personnel solve problems related to equipment, communications, applications software (e.g., operating systems, Windows Office Suites Software, or other management software.) The contractor shall coordinate support from: vendors supplying the IM/IT equipment, local IM/IT assets or the contractor personnel, local support from the installation or MTF when such support is available.

C.2.7 PARTICIPANT INFORMATION MANAGEMENT SYSTEM MAINTENANCE AND ENHANCEMENT – TASK 6

C.2.7.1 The contractor shall have sufficient system enhancement capability to prepare a application to manage WICO activities to include a variety of system interfaces and utilities necessary for effective office operations and program management. Specific products include:

- a. System Enhancements, testing and documentation of the Participant Information Management System (PIMS).
- b. Creation of a WIC Overseas office appointment system or use an existing appointment system such as Outlook.
- c. Creation of a system to reconcile WIC Overseas Drafts as part of the banking operations performed by the contractor.
- d. Creation of a reporting system that can capture demographic information for all WIC Overseas participants. This data shall be collected and maintained in the PIMS database. Data shall be consolidated into a full participant database maintained by the contractor.
 - i. Maintain sufficient report writing capability to design and prepare routine management reports addressing, at a minimum, participant profiles, site operations, program management, financial management, equipment and software management, training and education, and enrollment.

- ii. Maintain an ad hoc report writing capability that can create custom reports from existing databases to respond to non-routine requests for information originated from or approved by TMA.

C.2.7.2 Operations and Evaluation

C.2.7.2.1 The contractor shall continuously monitor PIMS operations at all WIC Overseas offices and the program management office to identify problems, concerns or areas for improvement for all aspects of PIMS operations. The contractor shall also provide observations and recommendations about operator interface design issues, report preparation, equipment interface issues or other issues related to PIMS performance. Observations and recommendations shall be provided to TMA based on external policies, software upgrades, and USDA changes on an as-identified basis.

C.2.7.2.2 The contractor shall continuously evaluate PIMS operations and make recommendations to TMA about changes to the application that would significantly improve the quality and efficiency of site operations, participant interaction, and financial accountability.

C.2.8 LOGISTICS SUPPORT

C.2.8.1 The contractor shall identify equipment needs for each site. The contractor shall provide to TMA information about the common equipment requirements (computers, printers, copiers, fax machines, shredders, etc.) and specific site requirements (e.g. transformers, office furnishings, play equipment, etc.) required to support operations on a site-by-site basis.

a. The contractor, in procurement of furnishings, equipment, and supplies, shall utilize the most cost effective, best business practices available.

b. When possible, items shall be obtained through Government price listings, unless it is more cost efficient to obtain them through competition among other commercial suppliers.

C.2.8.2 The contractor shall maintain a system for accounting for all equipment, supplies or charges related to logistically supporting the sites, in-theater support personnel and the program management offices.

a. All property purchased by the contractor on behalf of the government shall remain government property.

b. The contractor shall comply with all requirements for accounting for government furnished equipment.

c. Leasing of equipment shall be considered in the procurement process and utilized when justified economically. A lease/purchase analysis pursuant to FAR 7.4 shall be utilized.

C.2.8.3 The contractor shall maintain sufficient logistics infrastructure to order, expedite and track the delivery of equipment, supplies and materials necessary to support initial stand-up of all sites as well as continuing site operations.

a. The contractor shall develop a resupply methodology that shall provide just-in-time delivery of essential items.

b. Inventories of consumables and nonexpendable items shall be maintained at the lowest levels consistent with assuring availability of resupply upon demand.

c. Certain consumables, e.g., office supplies, may be purchased locally if such purchases do not exceed savings resulting from the reduction or elimination of shipping expenses.

C.2.8.4 The contractor shall develop and maintain sufficient logistics infrastructure necessary to coordinate delivery of supplies and equipment through country customs or other agencies that may delay or otherwise interfere with the delivery of supplies and equipment.

- a. When selecting carriers, the contractor shall seek competitive pricing as well as consider GSA schedules.
- b. The contractor shall use the lowest cost carrier available, consistent with a good record of on-time performance, security of shipments, and condition of shipment upon delivery.
- c. If the prime vendor offers delivery and set-up services through distribution centers or subcontractors at foreign locations, the contractor shall assess the cost effectiveness of utilizing the vendor's transportation services rather than arranging separate shipping.

C.2.8.5 The contractor shall maintain, at each site, sufficient information to control the stockage level of consumable supplies and materials such as office supplies, training materials, appointment cards, etc. and medical supplies and equipment such as breast pumps, pads, etc.

C.2.8.6 The contractor shall, whenever possible, design, develop and implement automated methods to expedite the ordering, delivery, accounting and reporting of all aspects of logistics support. Further discussion of automated logistics support is provided in the Information Systems section of the SOW.

C.3 APPLICABLE DOCUMENTS AND DEFINITIONS

C.3.1 Compliance Documents

- Health Insurance Portability and Accountability Act (P.L. 104-191)
- DoD Directive 8500.1 – Information Assurance
- DoD Instruction 8500.2 – Information Assurance Implementation
- DoD Directive 5400.11 – DoD Privacy Program
- DoD 6025.18R – DoD Health Information Privacy Regulation
- DoD 5200.2-R – Personnel Security Program Requirements
- DoD Instruction 8510.01-DIACAP

C.3.2 Reference Documents

- DoD Directive 5136.12-TRICARE Management Activity
- [-www.tricare.mil/mybenefit/home/overview/SpecialPrograms/WICOverseas](http://www.tricare.mil/mybenefit/home/overview/SpecialPrograms/WICOverseas)

EXHIBIT 1: GLOSSARY OF ACRONYMS

ACRONYM	MEANING
AM	Acquisition Manager
API	Application Program Interfaces
AQL	Acceptable Quality Level
CAP	Contractor-Acquired-Government Owned Property
CASE	Computer-Aided Software Engineering
CDR	Contract Discrepancy Report
CDR	Critical Design Review
CFSR	Contract Funds Status Reports
CM	Configuration Management
CMM	Capability Maturity Model
COD-FC	Contract Operations Division - Falls Church
COR	Contracting Officer's Representative
COTS	Commercial Off-The-Shelf
CPARS	Contractor Performance Assessment Reporting System
CPFF	Cost Plus Fixed Fee
CS	Contract Specialist
CSC	Computer Software Components
CSCI	Computer Software Configuration Items
D/SIDDOMS	DoD/Systems Integration, Design, Development, Operations and Maintenance Services
D/SIDDOMS	DoD/Systems Integration, Design, Development, Operations and Maintenance Services
DA	Days after
DACA	Days after contract award (award of this order)
DAEOM	Days after end of month
Days	Calendar days, unless otherwise specified
DCAA	Defense Contract Audit Agency
DID	Data Item Description
DII COE	Defense Information Infrastructure/Common Operation Environment
DOA	Date of Award
DoD	Department of Defense
DT&E	Development, Test and Evaluation
E	Electronic Copy
EIT	Electronic and Information Technology
EVM	Earned Value Management
FAT	Factory Acceptance Tests
FFP	Firm Fixed Price
G&A	General and Administrative
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GOTS	Government-Off-the-Shelf
GPO	Government Printing Office
GSA	U.S. General Services Administration
ID/IQ	Indefinite Delivery/Indefinite Quality
IEEE	Institute of Electrical and Electronics Engineers
IMP	Integrated Master Plan
IPPSRS	Integrated Program Planning, Scheduling, and Reporting System
IPT	Integrated Product/Process Team
JAC	Joint Application Configuration

JMIS	Joint Medical Information System
JTA	Joint Technical Architecture
KO	Contracting Officer
LPO	Local Processing Office
M&H	Material and Handling
MHS	Military Health System
MIS	Management Information Systems
MPR	Monthly Progress Report
NLT	Not Later Than
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OT&E	Operation Test and Evaluation
PDR	Preliminary Design Review
PHI	Protected Health Information
PIMS	Participant Information Management System
PII	Personally Identifiable Information
PKI	Public Key Infrastructure
POC	Point of Contact
PPBE	Planning, Programming, Budgeting and Execution
PR	Production Review
PWS	Performance Work Statement
PWS Ref	Performance Work Statement Reference (paragraph number)
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RFQ	Request for Quote
RM&A	Reliability, Maintainability, and Availability
ROI	Return on Investment
RTM	Requirements Traceability Matrix
SDD	Solutions Design Documents
SEI	Software Engineering Institute
SME	Subject Matter Expert
SOO	Statement of Objectives
SOW	Statement of Work
SSR	System Specification Review
T&M	Time and Materials
T/AARMS	TRICARE Acquisition Automation Resource Management
TEAMS	TRICARE Evaluation, Analysis, and Management Support
TEPP	Test Evaluation Program Plan
TM	Task Manager
TMA	TRICARE Management Activity
TOPR	Task Order Quote Request
TRR	Test Readiness Review
USAMRAA	U.S. Army Medical Research Acquisition Activity
WAWF	Wide Area Work Flow
WBS	Work Breakdown Structure
WDA	Working Days After

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement
252.246-7000	Material Inspection And Receiving Report

APR 1984
MAR 2008

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE**F.1 Delivery Address**

All deliverables shall be submitted to the COR designated in the COR appointment letter.

F.2 Method of Delivery

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

F.3 Shipping

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

F.4 Government Acceptance Period

The COR will have ten (10) workdays to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR will have two (2) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default, unless prior to the expiration of the ten (10) work days the Government notifies the Contractor in writing to the contrary. The final submission should be deemed approved if the Government has not rejected it in thirty (30) calendar days.

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

F.5 Delivery Schedule Abbreviations

The following abbreviations are used in the delivery/deliverable schedule:

Abbreviation	Definition
AM	Acquisition Manager
COR	Contracting Officer's Representative for the Task order
CRM	Contract Resource Management
CS	Contract Specialist
DA	Days after
DACA	Days after contract award (award of this order)
DAEOM	Days after the end of the month
Days	Calendar Days unless otherwise specified
DID	Data Item Description
E	Electronic Copy
H	Hard Copy
NLT	Not Later Than
PI	Program Integrity
PWS Ref	Performance Work Statement Reference (paragraph number)

F.6 Deliverable / Delivery Schedule

A summary of deliverables follows. Copies are to be provided to the Government officials indicated in electronic file (E), and/or hard copy (H).

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 1	Attachment 2	Non-Disclosure Agreement	COR AM		1 1	Signed statements are due, from each employee assigned, <i>prior to performing ANY</i> work on this task.	
Deliverable 2	2.1.1	Monthly Progress Report	COR AM	1 1		NLT 45 DACA	NLT 15 th of each month
Deliverable 3	2.1.2	Subcontract Expenditures Report	CS AM COR	1 1 1		NLT 90 DACA	Quarterly thereafter. A final submission reflecting all expenditures on this order is due within 5 days of completion of the order.
Deliverable 4	2.1.3	Not Applicable				Not Applicable	Not Applicable
Deliverable 5	2.1.3	Not Applicable				Not Applicable	Not Applicable
Deliverable 6		Not Applicable				Not Applicable	Not Applicable
Deliverable 7		Not Applicable				Not Applicable	Not Applicable
Deliverable 8		Not Applicable				Not Applicable	Not Applicable
Deliverable 9	2.1.6.a	Transition Plan – Incoming Transition	COR	1	1	Draft Submitted with Proposal	NLT 5 DACA
Deliverable 10	2.1.6.b	Transition Plan – Outgoing Transition	COR	1	1	NLT 120 DACA	Update as required
Deliverable 11	2.1.7	Program Management Plan	COR AM	1 1	1	Draft Submitted with Proposal	NLT 5 DACA, then updated as required
Deliverable 12	2.1.8	Quality Control Plan	COR	1	1	Draft Submitted with Proposal	NLT 30 DACA, then updated as required
Deliverable 13	2.1.9	Contingency Operations Plan	COR	1	1	NLT 10 DACA	Updated quarterly
Deliverable 14	C.2.2.2.7 – C.2.2.2.10	Training, Education and Marketing Materials	COR	1	1	NLT 30 DACA	Updated as required
Deliverable 15	C.2.4.3.2	Copy of each audit of the accounting system	CRM PI COR	1		NLT 1 year after DACA	Annually
Deliverable 16	C.2.4.5.1.E	Financial Reports	CRM COR	1		NLT 30 DACA	NLT 1 st workday of the following month.
Deliverable 17	C.2.3.5.3	Daily Activity Financial Summary Report	CRM COR	1		NLT 14 DACA	Every two weeks.

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 18	Contract Clauses - FAR Clause 52.228-3	Copy of the Defense Base Act Insurance Policy	COR	1		NLT 5 DACA	Updated as required
Deliverable 19	C.2.5	Monthly Management Status Reports	COR	1		NLT 45 DACA	NLT 15 th of each month

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2011 TO 30-NOV-2011	N/A	TRICARE MANAGEMENT ACTIVITY 5203 LEESBURG PIKE, SUITE 400 FALLS CHURCH VA 22041-3206 202-528-1433 FOB: Destination	HT0003
0002	POP 01-MAY-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
1001	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
1002	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2001	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2002	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3001	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3002	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
4001	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
4002	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003

5001	POP 01-DEC-2015 TO 30-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

CONTRACT ADMINISTRATIVE DATA

G.1 Place of Performance – See Attachment A

G.2 Other Direct Costs (ODCs)

G.2.1 Travel – See Attachment B for anticipated travel locations.

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with FAR Part 31. Costs for these expenses will be reviewed, certified and approved by the COR. All travel and transportation shall utilize commercial sources and carriers. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with regulations defined in FAR PART 31.

G.2.2 Travel Outside of the U.S.

This order includes activity that will require Contractor travel to destinations outside of the United States. The Contractor shall ensure that assigned participants allow sufficient lead-time to obtain valid passports, country clearances, and immunizations to support project activities.

G.2.3 Other Direct Costs (ODCs)

ODCs shall be billed on a cost reimbursable basis. Costs are defined as the purchase price of materials or service plus General and Administrative charges (G&A) or material and handling charges (M&H).

All ODCs shall be fully supported in compliance with all competition requirements of the FAR PART 19.

All ODCs shall be reported as stated in the Monthly Progress Report Section 2.1.1.

Estimated ODCs are as follows:

Description
Material/IT Hardware
Operation/Program Management Travel
Mission Travel
Foreign Taxes
Office Supplies
Clinic Supplies
Marketing Materials
Educational Materials
Cost of Living Allowance (COLA)
Permanent Change of Station (PCS)
Logistical Support
PIMS Maintenance & Enhancement
Rent and File Storage

G.3 COR Oversight

Actual staffing at each site shall be established by the contractor and approved by the Contracting Officer's Representative and the TMA PM. The contractor may increase or decrease estimated staffing when it is required by workload or other factors with the concurrence of the Contracting Officer's Representative and the TMA PM to adjust for site-specific circumstances, provided the total revised price is within the contract price. Any requests for additional staffing above the contract ceiling shall be proposed to the Contracting Officer, and must be approved by modification to the contract.

G.4 INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative for the Task Order (COR) is a Government official who has been delegated specific technical, functional and oversight responsibilities for this task order. The COR is designated in the COR appointment letter, issued by the Contracting Officer, and is responsible for inspection and acceptance of all services, incoming shipments, documents, and services.

G.4.1 Acceptance Criteria

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 6.7.2) and all terms and conditions of this order, including all modifications.

G.4.2 Contractor Payment Processing

The Contractor is responsible for properly preparing, and forwarding to the appropriate Government official, the invoice and receiving report for payment. The Contractor shall invoice in accordance with Section B of the task order. The Contractor shall attach back up information to receiving reports for direct labor and Other Direct Costs (ODCs). Direct labor backup information shall reflect the person's name, job title and quantity of hours worked for each pay period at a minimum. Backup information for ODCs shall list all elements of costs, such as travel breakout backup, including itinerary, dates of travel, name of employees traveling plus per diem costs shall accompany the receiving report. All ODCs exceeding \$3,000 requires that the Contractor conduct appropriate competition. When the Wide Area Workflow – Receipt and Acceptance application is able to be used, it is the preferred method of submission. (See paragraph 3.3 or 3.4 below.)

G.4.3 Invoicing and Receiving Report Instructions - Cost Reimbursement, Time and Materials and Labor Hour Contracts

The Contractor is responsible for submitting invoices and initiating receiving reports electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) for goods and services rendered under this Contract. Contractors should use the WAWF cost voucher format to bill on cost-reimbursement contracts, including Time and Materials and Labor Hour (T&M and LH) contracts. For cost-reimbursement, T&M and LH contracts, the DCAA has sole authority for verifying claimed costs and approving interim payment requests, and the Contracting Officer has the sole authority for approving final payment requests. Information on completing a WAWF Cost Voucher is available on the internet at <http://wawftraining.com>. WAWF documents are routed using specific location codes. To insure proper routing the following WAWF location codes are provided for this contract:

Pay DoDAAC

 HQ0347

Admin DoDAAC

W81XWH

DCAA Auditor DoDAAC / Ext.

-----|-----
_____	_____

Service Approver / Ext.

-----|-----
HT0003	FTPHPP

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
 Reports

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS **OTHER TERMS, CONDITIONS, AND PROVISIONS**

H.1 Non-Disclosure / Non-Use Agreement – Deliverable 1

The Contractor shall ensure that the Non-Disclosure Statement (Attachment G) (**Deliverable 1**) is signed by all staff assigned to or performing on this Task order before performing any work, including all subcontractors and consultants. The Non-Disclosure / Non-Use statement shall be cosigned by a corporate official (Contractor Task Manager or higher). The Contractor shall also ensure that all staff understand 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 have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

H.2 Information Assurance

H.2.1 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. As a minimum, this shall include provisions for personnel security, electronic security and physical security as listed in the sections that follow:

H.2.1.1 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, specifically the administrative simplification provisions of the law and the associated rules and regulations published by the Secretary, Health and Human Services (HHS) and the published TRICARE Management Activity (TMA) implementation directions. This includes the Standards for Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. It is expected that the contractor shall comply with all HIPAA-related rules and regulations as they are published and as TMA requirements are defined (including identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions).

H.2.1.2 Personnel Security.

a. The contractor shall comply with DoD Directive 8500.1, "Information Assurance (IA)," DoD Instruction 8500.2, "Information Assurance (IA) Implementation," DoD Directive 5400.11, "DoD Privacy Program," DoD 6025.18-R, "DoD Health Information Privacy Regulation," and DoD 5200.2-R, "Personnel Security Program Requirements."

b. Contractor responsibilities for ensuring personnel security include, but are not limited to, meeting the following requirements:

i. Follow the TMA Privacy Office guidelines for submittal of Automated Data Processor/Information Technology (ADP/IT) security clearances and ensure all contractor personnel are designated as ADP/IT-I, ADP/IT-II, or ADP/IT-III where their duties meet the criteria of the position sensitivity designations. Contact the TMA Privacy Office for guidance on the appropriate ADP/IT levels for personnel on the contract. The TMA Privacy Office procedures for personnel security are listed on the following website:

<http://www.tricare.osd.mil/tmaprivacy/personnel-security.cfm>

ii. Initiate, maintain, and document personnel security investigations appropriate to the individual's responsibilities and required access to Military Health System (MHS) Sensitive Information (SI).

iii. Immediately report to the TMA Privacy Office and deny access to any automated information system (AIS), network, or MHS SI information if a contractor employee filling a sensitive position receives an unfavorable adjudication, if information that would result in an unfavorable adjudication becomes available, or if directed to do so by the appropriate government representative for security reasons.

iv. Ensure that all contractor personnel receive information assurance (IA) training before being granted access to DoD AISs/networks, and/or MHS SI information.

H.2.1.3 Electronic Security

a. 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.

b. 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.

c. 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.

d. 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:

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

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

i. Confirmation 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)

ii. 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

f. 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.

g. 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.

h. 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).

i. 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.

j. 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).

k. 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.

l. 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.

m. A 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.

n. 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).

o. 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.

p. 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.2.1.4 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.2.1.5 Special Requirements for Protected Health Information. Whenever a contract is awarded that requires the vendor to collect, use, copy, access or store Protected Health Information (PHI) in commercial office space, the contractors must:

a. Notify the TMA Privacy Office.

b. Sign a Data Use Agreement (DUA). If access and/or extraction of PHI is required from a DoD AIS for any reason, the contractor must request and receive an approval of the DUA prior to accessing, extracting, copying, or storing information to or from any DoD AIS. The DUA must be approved by the TMA Privacy Officer, TRICARE Management Activity, before PHI may be used by the contractor as stated above. The contractor shall only request access to the minimum amount of data required to achieve the objectives outlined and specified in the DUA. Once a DUA is approved, the contractor must fully comply with all terms and conditions stated therein. The DUA is a separate contract with its own terms and conditions. The contractor shall only retain the data for the minimum amount of time required to achieve the objectives outlined and specified in the DUA. DUAs are active at a maximum, for one year, and at the expiration of which the contractor must renew it or submit a Certificate of Data Destruction to the TMA Privacy Office.

c. Comply with all HIPAA requirements.

d. Follow all DUA and DoD requirements for secure disposal, destruction, and/or sanitization of all equipment that contained PHI.

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.

H.3 Enterprise Architecture (EA)

The Contractor shall adhere to goals, standards, constraints, guidelines, products architectural products, and processes established and approved by the MHS Enterprise Architecture Board, Chief Enterprise Architect, subordinate boards or Integrated Product Teams, or higher levels of authority. These products are available as GFE from the MHS Chief Architect. Additional information can be found on <http://www.tricare.mil/jmis/enterprise-pm.cfm>

H.4 Protection of Information

H.4.1 Dissemination of Information/Publishing

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the TMA COR or the Contracting Officer. TMA approval for publication will require provisions which protect the intellectual property and patent rights of both TMA and the Contractor.

H.4.2 Contractor Employees

Contractor Identification

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.

Attendance at Meetings

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel shall make their Contractor status known during introductions.

Use of Military Rank by Contractor Personnel

Contractor personnel, while performing in a Contractor capacity, are prohibited from using their retired or reserve component military rank or title in all written or verbal communications associated with the contracts under which they provide services.

H.4.3 Personally Identifiable Information (PII) and Protected Health Information (PHI)

The TMA Privacy Office website at <http://www.tricare.mil/tmaprivacy/contract.cfm> contains guidance regarding Protected Health Information (PHI) and Personally Identifiable Information PII).

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, in accordance with DFAR Subpart 224.1 (Protection of Individual Privacy), which incorporates by reference DoDD 5400.11, "DoD Privacy Program," May 8, 2007, and DoD 5400.11-R, "DoD Privacy Program," May 14, 2007. The contractor shall also comply with federal laws relating to freedom of information and records management.

Health Insurance Portability and Accountability Act (HIPAA)

The Contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation, July 12, 2007. The Contractor shall also comply with all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring Government requirements and DoD guidance, including current and forthcoming DoD guidance implementing applicable HIPAA amendments under the American Recovery and Reinvestment Act of 2009 (ARRA). Any rules and regulations that are published, and/or requirements that are defined after the award date of this contract, and that require expenditure of additional Contractor resources for compliance, may be considered "changes" and will be subject to the "changes" clause under the contract.

Breach Response

DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, defines a breach as the "actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be adversely affected." Within one hour of discovery, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the TMA Privacy Office at PrivacyOfficerMail@tma.osd.mil.

The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," June 5, 2009; DoD 5400.11-R, and applicable TMA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

Systems of Records

In order to meet the requirements of 5 U.S.C. 552a, the [Privacy Act of 1974](#), and its implementation within the Military Health System (MHS) under DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, Contractors must identify to the Contracting Officer Representative (COR) systems of records that are maintained or operated for TMA where records of personally identifiable information (PII) collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the COR, and prior to the lawful operation of such systems, Contractors must coordinate with the TMA Privacy Office at SORmail@tma.osd.mil to complete systems of records notices (SORNs) for submission and publication in the *Federal Register* as coordinated by the Defense Privacy Office, and as required by DoD 5400.11-R.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), Contractors must also comply with the additional systems of records and SORN guidance, in coordination with the TMA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by DoD 5400.11-R, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB [Circular A-130](#).

Privacy Impact Assessment (PIA)

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.

To begin the PIA process, Contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system 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/tma/privacy/downloads/PIA%20Determination%20Checklist%20Instructions.pdf>.

Contractors are responsible for the employment of practices that satisfy the requirements and regulations of: Section 208 of E-Government (E-Gov) Act of 2002, (Pub. L. 107-347); DoDI 5400.16, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009; and, Office of Management and Budget (OMB) Memorandum 03-22, "OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002," September 26, 2003. When completing a PIA, the Contractor is responsible for using the DoD-approved PIA Template, DD Form 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2930.pdf>.

Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at pia@mail@tma.osd.mil.

Data Use Agreement (DUA)

A Data Use Agreement (DUA) is currently used to request and control the disclosure, use, storage and/or destruction of MHS data that is owned and/or managed by TMA to ensure that applicable privacy and security requirements are followed. In addition, research requests for MHS data that include protected health information (PHI) must be reviewed for HIPAA compliance by the TMA Privacy Board.

Under DoD 6025.18-R, "DoD Health Information Privacy Program," January 24, 2003, reasonable steps must be taken to implement appropriate procedural, administrative, technical and physical safeguards to prevent the unauthorized use and/or disclosure of any personally identifiable information (PII) or PHI. Likewise, all uses, disclosures, and destruction of PII and PHI data are generally subject to DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, as well as DoDI 8500.2, "Information Assurance (IA) Implementation," Feb. 6, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation," July 12, 2007.

To begin the DUA request process, the contractor should choose the applicable request template at <http://www.tricare.mil/tma/privacy/Templates.aspx>, or should contact DUAMail@tma.osd.mil. After receiving DUA approval, anyone needing access to information system applications or data sources must contact the responsible system program office. DUAs are active for one year, after which the TMA contractor must submit a renewal request or provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

Privacy Act and HIPAA Training

The Contractor shall ensure that all staff including subcontractors and consultants comply with the training requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The training requirements are mandated by OSD Memorandum 15041-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003; and the TMA Workforce Training Policy Memorandum, dated May 28, 2008, on the subject, "Workforce Training Policy Pursuant to the Department of Defense Privacy Act Regulations and the Department of Defense Health Insurance Portability and Accountability Act Privacy and Security Regulations."

The Contractor shall ensure that the annual Privacy Act and HIPAA training is completed by all staff assigned to or performing on this Task Order, including subcontractors and consultants. All required Privacy Act and HIPAA training will be conducted online through Military Health System Learn (MHS Learn) at <https://mhslearn.csd.disa.mil> or the current TMA learning management system (LMS) in place to deliver training to meet the above requirements. The Contractor shall ensure all employees and subcontractors supply a certificate of Privacy Act and HIPAA training completion to the Contracting Officer Representative (COR) within 30 days of being assigned to the Task Order and on an annual basis based on the trainee's birth month thereafter.

Records Management

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 United States Code (USC), 41 USC, 36 Code of Federal Regulations (CFR), Department of Defense (DOD) Administrative Instruction No. 15 (DOD AI-15), "Records Management, Administrative Procedures and Records Disposition Schedules," and Chapter 2 of the TRICARE Operations Manual.

Freedom of Information Act (FOIA) Office

TRICARE Freedom of Information Act Service Center procedures require a written request under FOIA to be addressed to the Freedom of Information Officer, TMA, 16401 East Centretch Parkway, Aurora, Colorado 80011-9066. The request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. No more than ten working days shall elapse after a request has been received by the Freedom of Information Officer before notification is sent that the request has been granted or denied. The administrative time limit for responding to FOIA requests does not begin until the request is received by TMA.

In response to requests received by contractors for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of TRICARE records and, specifically, all requests that reference the Freedom of Information Act shall be immediately forwarded to TMA, ATTENTION: Freedom of Information Officer, for appropriate action. **Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized.** The contractor shall process requests by individuals for access to records about themselves under the Privacy Act procedures when those procedures are more advantageous to the requestor.

H.4.4 Protection of Human Subjects and Adherence to Ethical Standards in Department of Defense (DoD)-Supported Research

Not applicable for this task.

H.4.5 Business Associates

The TMA Privacy Office website at <http://www.tricare.mil/tmaprivacy/contract.cfm> contains standard contract clause language regarding 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/tma/privacy/breach.aspx>.

(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.4.6 Public Key Infrastructure Authentication and Encryption.

Contractors shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication including authentication to DoD private web servers or applications. Where interoperable PKI is required for the exchange of unclassified information, including the encryption of e-mail containing sensitive information, between DoD and its Contractors, industry partners shall obtain all necessary certificates if they are not eligible for a DoD Common Access Card. (refer to <http://iase.disa.mil/pki/eca/> and <http://www.cac.mil/>)

H.5 Access Requirements

H.5.1 Contractor access to HA/TMA Network/DoD Systems

The Contractor will require access to the HA/TMA Network/DoD Systems to perform work under this task. See Attachment D for instructions.

H.5.2 Contractor access to classified information

Not applicable for this task.

H.5.3 Contractor access to Planning Programming, Budgeting, and Execution (PPBE) Documents and Data

Not applicable for this task.

H.6 Development

All telecommunications network designs shall make maximum use of existing telecommunications infrastructure. All MHS system modifications and new development shall comply with the latest version of the DoD Joint Technical Architecture and any other applicable DoD and MHS technical standards and policies. The goal of the MHS architectural framework is to use the Defense Information Infrastructure Common Operating Environment (DII COE) to support the MHS, as required. The MHS will emphasize both software reuse and interoperability and incorporate the DII COE standards as applicable. All new systems development and new development in deployed migration systems will use DoD data standards in accordance with PDASD – HA policy memo, “Use of DoD Standards in MHS Migration Systems,” of 11 March 1996.

H.7 Data Rights

The Government will retain rights to all data produced in the course of developing, deploying, training, using and supporting TMA or other federal agencies that utilize this order.

H.8 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.

H.8.1 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 will 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.

H.8.2 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.

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Program Operations	Semi-Annual Satisfaction Survey	Program Satisfaction	85% Program Satisfaction or better.	Satisfaction Survey Reviewed	Positive Past Performance Rating
Program Operations	Nutritional Counseling and Education Programs	Satisfactory Delivery of Nutritional Counseling and education programs.	85% or better rating on the satisfaction of the nutritional counseling and education programs.	Satisfaction Survey Reviewed	Positive Past Performance Rating
Management Reporting and Quality Control	Monthly Status Report	Provide Monthly Reports.	Receiving the reports by the 15 th of each month or earlier 100% of the time.	MPR Reviewed and Verified (Deliverable 2)	Positive Past Performance Rating
Management Reporting and Quality Control	Monthly Status Report	Ensure all sites are staffed at all times. Administer the resources to support activities within scope.	All sites will be staffed at 90% or higher at all times.	MPR Reviewed and Verified (Deliverable 2)	Positive Past Performance Rating
Managing WIC Overseas Drafts	Financial Report	Provide a daily activity financial summary report.	Receiving the daily activity financial summary report every two weeks 100% of the time.	Financial Report Reviewed and Verified (Deliverable 17)	Positive Past Performance
Managing WIC Overseas Drafts	Annual Audit Report	Provide an annual audit report.	Receiving the annual audit report by the anniversary date of the first report 100% of the time.	Annual Audit Report Reviewed and Verified (Deliverable 15)	Positive Past Performance Rating
Accounting for Government Funds	Monthly Financial Reports	Provide a monthly financial report.	Receiving the monthly financial report by the 1 st workday of the following month 95% of the time.	Monthly Financial Report Reviewed and Verified (Deliverable 16)	Positive Past Performance Rating

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Information Systems	Monthly Status Report	Ensure PIMS is operational.	PIMS will be operations 95% or higher at all times.	MPR Reviewed and Verified (Deliverable 2) Customer/ Organization Satisfaction	Positive Past Performance Rating
Software Management and Development	Track and maintain all PIMS software releases Ensure certifications and accreditation of the PIMS software.	Configuration management document. All certifications and accreditation will be up to date for PIMS.	All configurations will be recorded and all certifications and accreditations will be up to date for PIMS within 3 days of update release 95% of the time.	MPR Reviewed and Verified (Deliverable 2) Customer, Organization Satisfaction.	Positive Past Performance Rating

H.8.3 Performance Evaluation Process

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by TMA 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 CPAR form and together make a complete CPAR. Once the Assessing Official completes the quoted assessment for the period of performance, the CPAR is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a task order. 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 CPAR. If the Contractor concurs with the quoted assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

H.9 Government Furnished Equipment (GFE)/ Information (GFI)/Property (GFP)

The Government will provide the equipment/information/property shown in the attached listing of Government Furnished Equipment/Information/Property (See Attachment C).

The Contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment/Material or Contractor-Acquired-Government Owned Property (CAP). The inventory accounting system must specify, as a minimum: product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The Contractor shall either: a) attach an update inventory report to each Monthly Progress Report, or b) certify that the inventory has been updated and is available for Government review. In either case the Contractor's inventory listing must be available for Government review within one business day of COR request.

H.10 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 [CFR part 1194](#).

H.11 Other Special Considerations

This contract shall result in contract performance in multiple foreign countries (Reference Attachment A). The contractor shall ensure performance is in compliance with host nation laws and DOD regulations.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.207-5	Option To Purchase Equipment	FEB 1995
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	AUG 2003
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	AUG 2010
52.245-2	Government Property Installation Operation Services	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Contracting Officer the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Contracting Officer shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Prime Contractor.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No . _____ [insert number of contract] with the USAMRAA to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The _____ [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No . ____ [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the USAMRAA with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the USAMRAA.

(4) That it will notify the USAMRAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the USAMRAA.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[Insert one or more Internet addresses]

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TABLE OF CONTENTS-ATTACHMENTS**Table of Contents – Attachments**

Attachment	Title	Number of Pages
Attachment A	Places of Performance	2
Attachment B	Travel Locations	2
Attachment C	Government Furnished Equipment/Information/Property	31
Attachment D	Access To The HA/TMA Network/DoD Systems	4
Attachment E	Republic of Korea (ROK) – Status of Forces Agreement (SOFA) Contract Clause	4
Attachment F	Quality Assurance Surveillance Plan (QASP)	9
Attachment G	Non-Disclosure/Non-Use Agreement	1
Attachment H	Organizational Conflict of Interest	4

All listed attachments will be provided separate from the RFP and resultant award.

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**L. INSTRUCTIONS TO OFFERORS**

This RFP is in support of the TRICARE Management Activity (TMA), Policy & Operations Directorate to perform program support to the Women, Infants and Children Overseas program. This requirement is a 100% Total Small Business Set-Aside; only 8 (a) Set-Aside Offerors are encouraged to submit proposals under this request. Only one contract is anticipated to result from this RFP, however the Government reserves the right to withdraw, modify, or eliminate various aspects of the requirement determined to be too costly or impractical prior to award.

L.1 SPECIFIC REQUIREMENTS.

Performance requirements for this task order are provided in the attached Performance Work Statement of this RFP.

L.2 PERIOD OF PERFORMANCE.

The estimated period of performance for this task order is:

Base Period – Date of Award (DOA) through 7 months of performance.

Option Period 1 –Expiration of Base Period through 12 months of performance.

Option Period 2 –Expiration of Option Period 1 through 12 months of performance.

Option Period 3 –Expiration of Option Period 2 through 12 months of performance.

Option Period 4 –Expiration of Option Period 3 through 12 months of performance.

Transition Out Period –Expiration of Option Period through 5 months of performance.

L.3 PROPOSAL SUBMISSION INSTRUCTIONS.

L.3.1 PROPOSAL QUESTIONS: Questions may be submitted to the Contract Specialist via email No Later Than 25 January 2011 at 1200 Eastern Time. Follow-up/additional questions will not be accepted after this date. Answers to submitted questions will be provided to all prospective Offerors via RFP amendment.

L.3.2 PROPOSAL DUE DATE: **No Later Than:** 22 February 2011 at 0800 Eastern Time.

L.3.3 POINT OF CONTACT: Proposals are to be sent via E-mail to the Contract Specialist for this RFP, Amanda Smallwood, at amanda.smallwood@amedd.army.mil. Questions will also be sent to this e-mail address. The Offeror is responsible for ensuring receipt by the POC.

L.3.4 ELECTRONIC SUBMISSION: Proposals shall be electronically submitted to the Point of Contact above. Your submission should include two separate parts: a Cost/Price section and a Non-Cost/Price section. The Non-Cost/Price section shall be submitted in MS Word or searchable PDF format. The Cost/Price section shall be submitted in MS Word or MS Excel 2000 or higher, but not greater than MS Word or MS Excel 2003 format. The firewall utilized by the Government contracting office does not authorize or accept zip files.

L.4 PROPOSAL CONTENT AND FORMAT INSTRUCTIONS.

The Offeror's submission shall include two separate parts: a Non-Cost/Price section and a Cost/Price section.

L.4.1 ADMINISTRATIVE FORMAT INSTRUCTIONS:

L.4.1.1 PAGE LIMITS: The Non-cost/price proposal are limited to 30 single-sided pages. Pages should be numbered consecutively throughout the document. For any segments of a proposal with a defined page limit, pages exceeding the specified limit will be removed and not forwarded for evaluation. Table of Contents, Title page, Contractor Task Order POC Cover Page, DRAFT Quality Control Plan, DRAFT Program Management Plan, Government Furnished Equipment/Information/Property attachment, OCI Certification, Past Performance, resumes and letters of intent for Key Personnel are NOT subject to the 30 single-sided page limit.

L.4.2 NON-COST/PRICE PROPOSAL CONTENT INSTRUCTIONS The Offeror's non-cost/price proposal shall clearly reflect how you will comply with the performance requirements identified in the Performance Work Statement regardless of the Government's estimated effort. Your non-cost/price proposal, including any supporting documentation, is to be clear and concise. The level of effort proposed must be consistent with the solution outlined in your non-cost/price quote. The proposal should fully document and substantiate a cross mapping of your cost/price approach as it equates to the non-cost/price quote. If you intend to use any labor categories that you feel are consistent in duties with the Government estimated level of effort labor categories but are titled differently, you must cross map those labor categories to the Government's PWS to ensure your proposal receives a proper evaluation. Any use of subject matter experts (SME) or other labor categories shall be explained in full as to why an existing labor category is impractical to use or the proposal shall be deemed noncompliant. All items should be addressed in the evaluation criteria.

The Offeror's non-cost/price proposal shall contain the following:

L.4.2.1 MANAGEMENT APPROACH: The Offeror shall provide written information that shall describe the Offeror's management approach, including an approach to staffing that will lead to the successful accomplishment of the requirement.

Offerors shall include, as an attachment to their non-cost/price quote, a DRAFT Program Management Plan (PMP). The draft PMP shall document how the Contractor will meet and comply with the requirements established in the PWS. The draft PMP (which is not subject to the 30 single-sided Non-cost/price proposal page limit) shall not exceed 15 pages.

The Offeror shall explain how their chain of command practices will contribute in a positive manner to ensuring completion of all tasks (particularly emphasizing communications, accounting, crosschecks on schedule early enough to take necessary corrective actions, and flexibility in allocating resources based on Government priorities).

The Offeror shall describe their approach for training, education and marketing materials.

The Offeror shall discuss their approach to coordinating, directing, and effectively managing all their Subcontractors.

L.4.2.2 TECHNICAL APPROACH: The Offeror shall submit a written technical approach which effectively demonstrates the Offeror's clear understanding of all the tasks and how the approach is likely to yield the required results.

The response shall demonstrate the Offeror's understanding of tasks to be performed, as well as the technical approach and methodology and flexibility that will be utilized in accomplishing any resultant award.

The Offeror shall describe, in detail, its technical approach and overall ability to perform program support to the Women, Infants and Children Overseas program. This description shall, at a minimum, specifically address the Offeror's approach for:

- Transition in and out phases
- Report writing capabilities related to the WIC overseas program.

- The Offeror's ability to make adjustments when new WIC overseas locations open and other locations close.

TRANSITION: All service contracts shall contain Transition-In and Transition-Out phases. Transition-In and Transition-Out efforts shall be priced separately for the periods specified in this solicitation.

You are to provide a plan for 60-days of incoming transition from contract to contract. This plan is to be submitted as part of your non-cost/price proposal (subject to applicable overall non-cost/price proposal page limits).

This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new Contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Distribution of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance,
- Applicable TMA briefing and personnel in-processing procedures, Coordinate with the Government to account for government keys, ID/access cards, and security codes.

L.4.2.3 EXPERIENCE: The Offeror shall provide written information which effectively demonstrates the Offeror's relevant experience identical to, similar to or related to performing services contained within the PWS. The proposal shall provide evidence of the Offeror's experience (for this purpose, experience refers to what an Offeror has done, not how well it was accomplished) in performing proposed processes and procedures. The Offeror's proposal shall demonstrate the amount of relevant corporate experience the Offeror possesses, as well as demonstrate the amount of relevant experience possessed by the quoted Key Personnel. The Offeror shall provide evidence that the organization has current capabilities for assuring performance of this requirement. Evidence of supporting subcontractors, consultants, and business partners will be considered. Experience shall show: (a) Appropriate mix and balance of education and training of team members and (b) Quality and effectiveness insofar as the allocation of personnel and resources.

For all individuals quoted to fill Key Personnel positions identified in 5.c., you are to submit resumes. Resumes of Key Personnel do not count against the page totals. These resumes shall include a list of relevant training, education, and certifications. Proof of such may be requested prior to beginning work.

The Offeror shall provide a team with substantive experience in program management, the WICO program or similar type program, and software maintenance and evaluation.

The Offeror shall include verifiable examples of program management, and software maintenance and evaluation experience. Include examples of specific work done with the WICO program or similar type program.

L.4.2.4 QUALITY CONTROL APPROACH: The Offeror shall include as an attachment to the non-cost/price quote, a Quality Control Plan (QCP). The QCP shall document how the Offeror will meet and comply with the quality standards established in this PWS. At a minimum, the QCP must include a self-inspection plan (to include audit metrics for self evaluation), an internal staffing plan, and an outline of the procedures that the Offeror will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

L.4.2.5 PAST PERFORMANCE REFERENCES: The Offeror shall submit a list of at least 3 but no more than 5, references of relevant contracts/orders within the past 3 years. The contracts may be past or current as long as the performance did not end more than 3 years prior to the due date for the submission of the proposal, and the contracts may have been with Federal, State and/or City agencies and commercial customers. References are required for the Prime Contractor only.

L.4.2.5.1 REFERENCE CONTENT: It is the Offeror's responsibility to provide valid, current and verifiable references. References must include:

Name of the Organization that will be providing the reference,
 Name of the Point of Contact (POC),
 POC Telephone Number,
 POC Email address,
 Contract Number,
 Period of Performance, and
 Scope of Work.

L.4.2.5.2 POCs: The above POCs must be either Government personnel (civil service or military) or employees of private sector clients (such as public or private sector medical facilities) with whom you have provided services. Information provided by or for POCs who work directly for your company, or indirectly (i.e. in a prime or subcontractor relationship), will NOT be considered relevant.

L.4.2.5.3 SUBCONTRACTOR CONSENT: If a subcontracting relationship is proposed, the Offeror shall submit the consent of its proposed principal subcontractor(s) to disclose their past performance information to the Prime Contractor (Offeror) along with the Offeror's proposal submission. If the proposed principal subcontractor(s) consent is not provided at the time of the Offeror's proposal submission, the past performance information for the principal subcontractor(s) may not be considered by the government in assessing the Offeror's past performance.

L.4.2.5.4 INFORMATION FROM OTHER SOURCES: The Government may also consider information obtained through other sources. You should ensure that contact information for designated references is accurate and up-to-date.

L.4.2.6 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) CERTIFICATION: The Offeror shall complete the attached OCI Certification and provide (if necessary) an OCI Avoidance or Mitigation Plan.

L.4.2.7 TASK ORDER POINT OF CONTACT: The Offeror shall include a cover page to your non-cost/price proposal featuring your points of contact. The Offeror shall provide a POC who is authorized to hold discussions/negotiations with the Government and has the full authority to bind the company to a contract. The Offeror shall also identify a POC who will be responsible for reviewing any applicable performance evaluation reports rendered by the Government. This may include electronic performance reports produced via the Contractor Performance Assessment Reporting System (CPARS). This cover page is excluded from any non-cost/price

proposal page limits. Information required includes: First name, last name, title, e-mail address, phone number, fax number, and level of authority.

L.4.2.8 GOVERNMENT FURNISHED EQUIPMENT / INFORMATION / PROPERTY:

If applicable, a listing of Government Furnished Equipment/Information/Property will be included as a separate attachment to this RFP. Offerors should include as an attachment to your non-cost/price proposal, a listing of any Government Furnished Equipment / Information / Property or Contractor-Acquired-Government Owned Property (CAP), not already identified but necessary to perform this task. This shall include any Contractor purchased or acquired/ Government-owned items. This attachment should include the following information: item description, HA/OA tag number (if applicable), quantity, and current location. Detailed Bills of Materials shall be submitted along with the proposal, noting part numbers, prices, and need dates for all required GFE.

L.4.3 COST/PRICE PROPOSAL CONTENT. The Offeror shall submit their proposed COST/PRICE as a Cost Plus Fixed Fee (CPFF) order. Your cost/price proposal shall provide a price breakdown by labor categories and rates, indirect rates, other direct costs and quoted profit.

L.4.3.1 OTHER DIRECT COSTS: Offerors shall use the Government provided plug-numbers in Section B. See additional information regarding ODCs in Section M.2.1.3.

L.4.3.2 PRICING: Offeror’s shall complete Section B of this RFP for pricing. The Offeror shall ensure mathematical computations are correct. Errors in addition or multiplication may be considered nonresponsive to this RFP.

(a) Offerors shall propose all contract line items, either by price or “NSP” (Not Separately Priced). A zero dollar figure in a proposal means that the line item shall be provided at no charge to the Government. A line item price left blank will be considered nonresponsive to this request and the proposal will not be considered for award.

(b) Offerors’ proposals shall remain open for a minimum of **90 days** from the date of submission.

L.4.3.3 SUPPLEMENTAL PRICING WORKSHEET: The Offeror’s proposal shall include a supplemental pricing sheet that clearly provides a detailed breakdown of their proposed pricing, including labor, Overhead, G&A, and profit or fee including sub elements of each. The Supplemental Pricing Worksheet shall include all other direct and indirect costs including materials, equipment, travel, shipping, and any other costs associated with the performance of the resulting task order. The Offeror shall ensure mathematical computations are correct.

L.4.3.4 ESTIMATED LEVEL OF EFFORT: The Government estimates that this order will require an approximate level of effort, as outlined below, to accomplish the tasks identified in the PWS. Please note that the Government estimate is only put in place for Offerors to ascertain the approximate or estimated level of effort for this task. This estimate is not to be construed as either mandatory or necessarily the best technical approach. It is only in place as a reference to allow Offerors to better understand the general scope of this effort from the Government’s perspective. The Government is seeking the best level of effort and labor mix your company has determined is right to accomplish the mission contained in this task statement. You are not bound to propose these labor categories or quantities, rather you are expected to provide your best solution citing the labor mix and quantity required to accomplish the tasks. If you have determined either the following labor categories or overall level of effort provided are not your best technical solution, you are strongly encouraged and expected to submit a level of effort consistent with all of the cost/price and non-cost/price aspects of your approach.

Base Period: DOA through 7 months of performance.

Labor Category	Estimated FTEs
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Labor Category	Estimated FTEs
Program Manager	1
Deputy Program Manager	1
Executive Administrative Assistant	2
Logistics and Security Manager	1
European Theater Liaison	1
European Theater Liaison/Registered Dietitian	.54
Regional Manager	7
Team Leader	9
Certified Professional Authority	42.25
Clinical Health Program Specialist	1.75
Administrative Assistant	31
Translator	.54
Assistant Program Manager Finance & Banking	1
Banking Clerk	3
Banking Team Leader	1
Material Manager	1
Material Handler	1
Director, IM/IT	1
Data Control/Help Desk Support Tech	1.25
Database Administrator	1
Network Manager	1
Systems Support Technician	1
Software Test Development & Evaluation Manager	1
Software Test Development & Evaluation Team Lead	1
Regional Systems Administrator	3
Total Estimated FTEs	115.34

Option Period 1: Expiration of Base Period through 12 months of performance.

Labor Category	Estimated FTEs
Program Manager	1
Deputy Program Manager	1
Executive Administrative Assistant	2
Logistics and Security Manager	1
European Theater Liaison	1
European Theater Liaison/Registered Dietitian	.54
Regional Manager	7
Team Leader	9
Certified Professional Authority	42.25
Clinical Health Program Specialist	1.75
Administrative Assistant	31
Translator	.54
Assistant Program Manager Finance & Banking	1
Banking Clerk	3
Banking Team Leader	1
Material Manager	1
Material Handler	1
Director, IM/IT	1

Labor Category	Estimated FTEs
Data Control/Help Desk Support Tech	1.25
Database Administrator	1
Network Manager	1
Systems Support Technician	1
Software Test Development & Evaluation Manager	1
Software Test Development & Evaluation Team Lead	1
Regional Systems Administrator	3
Total Estimated FTEs	115.34

Option Period 2: Expiration of Option Period 1 through 12 months of performance.

Labor Category	Estimated FTEs
Program Manager	1
Deputy Program Manager	1
Executive Administrative Assistant	2
Logistics and Security Manager	1
European Theater Liaison	1
European Theater Liaison/Registered Dietitian	.54
Regional Manager	7
Team Leader	9
Certified Professional Authority	42.25
Clinical Health Program Specialist	1.75
Administrative Assistant	31
Translator	.54
Assistant Program Manager Finance & Banking	1
Banking Clerk	3
Banking Team Leader	1
Material Manager	1
Material Handler	1
Director, IM/IT	1
Data Control/Help Desk Support Tech	1.25
Database Administrator	1
Network Manager	1
Systems Support Technician	1
Software Test Development & Evaluation Manager	1
Software Test Development & Evaluation Team Lead	1
Regional Systems Administrator	3
Total Estimated FTEs	115.34

Option Period 3: Expiration of Option Period 2 through 12 months of performance.

Labor Category	Estimated FTEs
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Labor Category	Estimated FTEs
Program Manager	1
Deputy Program Manager	1
Executive Administrative Assistant	2
Logistics and Security Manager	1
European Theater Liaison	1
European Theater Liaison/Registered Dietitian	.54
Regional Manager	7
Team Leader	9
Certified Professional Authority	42.25
Clinical Health Program Specialist	1.75
Administrative Assistant	31
Translator	.54
Assistant Program Manager Finance & Banking	1
Banking Clerk	3
Banking Team Leader	1
Material Manager	1
Material Handler	1
Director, IM/IT	1
Data Control/Help Desk Support Tech	1.25
Database Administrator	1
Network Manager	1
Systems Support Technician	1
Software Test Development & Evaluation Manager	1
Software Test Development & Evaluation Team Lead	1
Regional Systems Administrator	3
Total Estimated FTEs	115.34

Option Period 4: Expiration of Option Period 3 through 12 months of performance.

Labor Category	Estimated FTEs
Program Manager	1
Deputy Program Manager	1
Executive Administrative Assistant	2
Logistics and Security Manager	1
European Theater Liaison	1
European Theater Liaison/Registered Dietitian	.54
Regional Manager	7
Team Leader	9
Certified Professional Authority	42.25
Clinical Health Program Specialist	1.75
Administrative Assistant	31
Translator	.54
Assistant Program Manager Finance & Banking	1
Banking Clerk	3
Banking Team Leader	1
Material Manager	1

Labor Category	Estimated FTEs
Material Handler	1
Director, IM/IT	1
Data Control/Help Desk Support Tech	1.25
Database Administrator	1
Network Manager	1
Systems Support Technician	1
Software Test Development & Evaluation Manager	1
Software Test Development & Evaluation Team Lead	1
Regional Systems Administrator	3
Total Estimated FTEs	115.34

Transition-Out Period: Expiration of Base or Option Period through 5 months of performance.

Labor Category	Estimated FTEs
Program Manager	1
Deputy Program Manager	1
Executive Administrative Assistant	2
Logistics and Security Manager	1
European Theater Liaison	1
European Theater Liaison/Registered Dietitian	.54
Regional Manager	7
Team Leader	9
Certified Professional Authority	42.25
Clinical Health Program Specialist	1.75
Administrative Assistant	31
Translator	.54
Assistant Program Manager Finance & Banking	1
Banking Clerk	3
Banking Team Leader	1
Material Manager	1
Material Handler	1
Director, IM/IT	1
Data Control/Help Desk Support Tech	1.25
Database Administrator	1
Network Manager	1
Systems Support Technician	1
Software Test Development & Evaluation Manager	1
Software Test Development & Evaluation Team Lead	1
Regional Systems Administrator	3
Total Estimated FTEs	115.34

L.5 ADDITIONAL INFORMATION

L.5.1 ALTERNATE PROPOSALS: Alternate proposals will not be evaluated by the Government.

L.5.2 INCUMBENT: This is an existing requirement. The incumbent is Chowtaw Archiving Enterprise.

L.5.3 KEY PERSONNEL:

(a) The following positions are estimated to be filled by Key Personnel:

Position Title
Program Manager
Deputy Program Manager
Director IM/IT
Software Development & Evaluation Manager

(b) Depending upon your staffing plan, you may propose different positions to be filled by Key Personnel. For all Key Personnel positions, provide an attachment naming the individuals quoted to fill Key Personnel positions along with a description of the portion of the solicitation's Performance Work Statement that each individual is being proposed to perform. Also for all individuals quoted to fill Key Personnel positions, you are to submit resumes. Please do not submit resumes for all labor quoted, only for those Key Personnel identified above. For those individuals quoted as Key Personnel who are not current employees of your company, include a signed a letter of intent.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this

clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the insert name of contracting agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA**M.1 “Tradeoff Evaluation Factors For Award”**

The Government intends to award a contract without discussions, thus Offerors shall provide their best, complete proposal upon initial submission. The Government reserves the right to hold discussions if deemed necessary by the Contracting Officer. A Technical Evaluation Panel will evaluate all proposals based on the proposals/documentation provided. The evaluations will be based on the evaluation criteria set forth below.

M.1.1 EVALUATION PROCESS: Evaluations will be conducted utilizing the Best Value Tradeoff process.

M.1.2 CONTRACTOR ADMINISTRATIVE SUPPORT: Not applicable.

M.2 EVALUATION CRITERIA – BEST VALUE TRADEOFF:**M.2.1 “BEST VALUE TRADEOFF” EVALUATION FACTORS FOR AWARD**

M.2.1.1 Basis for Award: Award of this contract will be made on a competitive best value basis, using “best value tradeoff” among cost/price and non-cost/price factors. A best value tradeoff process will be utilized when the Government elects to award to other than the lowest priced Offeror, or other than the highest rated non-cost/price proposal. Past Performance will be evaluated independently from the other non-cost/price evaluation factors utilizing different standards. The non-cost/price evaluation factors (less Past Performance) numbered in descending order of importance are as follows:

- (1) Management Approach,
- (2) Technical Approach,
- (3) Experience,
- (4) Quality Control Approach, and
- (5) Past Performance.

Government evaluators will not assume that the Offeror possesses any capability or knowledge unless it is specified in the proposal.

After each of the above non-cost/price factors is rated individually, an overall rating will be assigned collectively to these factors. If any of the above non-cost/price evaluation factors receives an individual rating of “Unacceptable”, the collective overall rating will also be “Unacceptable”. Only proposals receiving an overall rating of “Acceptable” or higher will be considered for award.

Of the non-cost/price factors, the non-past performance factors are more important than past performance.

The non-cost/price factors (including Past Performance) are more important than cost/price.

M.2.1.2 Non-Cost/Price Evaluation Criteria: The following criteria will be used to evaluate the non-cost/price aspects of the proposal.

M.2.1.2.1 Management Approach: The management approach will be evaluated for the degree to which the Offeror’s proposal reflects a management approach (including approach to staffing) that will

lead to the successful accomplishment of the requirement. The management approach will be evaluated for the degree to which the Offeror demonstrates communication and their approach to communicate with the proposed population in a positive manner. The Offeror will be evaluated on the degree to which their approach on WIC overseas training, education and marketing materials will lead to the successful accomplishment of the requirements set forth in the PWS. The Offeror will be evaluated on the degree to which the DRAFT PMP documents how the Offeror will meet and comply with the requirements established in the PWS. The Offeror will also be evaluated on the degree to which the proposal demonstrates their approach to coordinating, directing, and effectively managing all their Subcontractors (if applicable).

M.2.1.2.2 Technical Approach: The technical approach will be evaluated for evidence of the degree to which the proposed technical approach demonstrates a clear understanding of the WICO program and all of the tasks to be performed, and a reasonable, well-thought-out approach that is likely to yield the required results within the required time frame. The 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. Offerors will be evaluated on their approach to transition in and out phases. Offerors will also be evaluated on their report writing capabilities related to the WIC overseas program. The proposals will be evaluated on how the Offeror will make adjustments when new WIC overseas locations open and other locations close.

M.2.1.2.3 Experience: The Offeror's proposal will be evaluated on the degree to which the proposal reflects corporate or staff experience identical to, similar to, or related to the requirement. The Offeror's proposal will also be evaluated on the degree to which the proposal reflects experience in performing the proposed processes and procedures.

Additionally, the Offeror's proposal shall be evaluated on the amount of relevant experience possessed by quoted Key Personnel. The Offeror's corporate experience, as well as experience of quoted Key Personnel and Subcontractors will be evaluated for:

- The degree to which the Offeror's proposal reflects corporate or 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.2.1.2.4 Quality Control Approach: The Offeror's quality control approach will be evaluated for the degree to which the proposed approach to quality control identifies processes, procedures, and audit metrics to self evaluate which, are likely to result in successful outcome within cost and on schedule. The Offeror's quality control approach will also be evaluated on the degree to which the DRAFT QCP demonstrates how the Offeror will meet and comply with quality standards established in the PWS. The Offeror's DRAFT QCP will be evaluated on the degree to which it demonstrates an internal staffing plan and an outline of procedures that the Offeror proposes to use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

M.2.1.2.5 Past Performance: The Past Performance risk evaluation will assess the risks associated with an Offeror's likelihood of success in performing the PWS requirements indicated by the Offeror's record of past performance on relevant efforts, either included in the proposal or identified by the evaluators in any other manner. In this context, "Offeror" refers to the 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:

Program Management

M.2.1.3 Cost/Price: Cost/price will be evaluated separately from past performance and other non-cost/price factors, and will be evaluated for fairness and reasonableness. The total evaluated cost/price will be evaluated for reasonableness in terms of:

- Consistency with labor categories in the Offeror's proposal.
- Level of effort, in that the proposed labor mix and labor hours are based on reasonable assumptions.
- Consistency with the technical approach, in that the prices are consistent with and reflect the proposed staffing requirement for all years.
- ODCs will not be evaluated as part of the cost/price evaluation as all Offeror's shall utilize the amounts provided in Section B.
 - (a) The evaluated price will be the total of all the priced line items for the basic year and all options.
 - (b) Unsubstantiated costs that are considered unrealistic, not fully supported, or both, may cause the overall technical evaluation to be adjusted in one or more of the non cost/price evaluation factors.
 - (c) As the collective non-cost/price factors reach equality in the evaluation cost/price becomes a more important factor in the tradeoff analysis.

M.2.1.4 Rating Standards for the Non Cost/Price Quote**Past Performance Rating Standards for the Non Cost/Price Proposal**

Rating	Definition and Criteria
Low Risk (LR)	Verification of past performance shows that the 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 (MR)	Verification of past performance shows that the 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 (HR)	Verification of past performance shows that the 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 (UR)	<p>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.</p> <p><i>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.</i></p>

Rating Standards for the Non Cost/Price Proposal (Excluding Past Performance)

Rating	Definition and Criteria
Exceptional (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 substantial advantages, and essentially no disadvantages, 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>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 substantial advantages, and few relatively minor disadvantages, 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>Risk Level: Low</p>
Acceptable (A)	<p>The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach may have both advantages and disadvantages, however any disadvantages do not outweigh the advantages 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>Risk Level: Moderate</p>
Marginal (M)	<p>The proposal does not demonstrate a full understanding of all the requirements and may pose a risk that the offeror might fail to perform satisfactorily without significant Government oversight or participation. Any advantages that may exist in the approach are outweighed by existing disadvantages. The solutions proposed are considered to reflect high risk in that they lack clarity and precision, or are unsupported.</p> <p>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 substantial disadvantages or contains a deficiency. Collectively, the advantages and disadvantages 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>Risk Level: Very High.</p>

(5) Best Value Tradeoff Evaluation Standard Definitions

Rating	The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies of an evaluation factor or subfactor. The ratings for each Non-Cost/Price Factor and each of its subfactors 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.
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.
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.
Advantage	Any state, circumstance, opportunity, or means especially favorable to successful contract performance or the Government's overall interest.
Disadvantage	Any state, circumstance, opportunity, or means especially unfavorable to successful contract performance or the Government's overall interest.

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Evaluation Of Options

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