

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MX35076N542		PAGE 1 OF 58		
2. CONTRACT NO. W81K04-05-D-7002		3. AWARD/EFFECTIVE DATE 01-Apr-2005	4. ORDER NUMBER		5. SOLICITATION NUMBER DADA10-03-R-0039		6. SOLICITATION ISSUE DATE 31-Oct-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA O. JELEN			b. TELEPHONE NUMBER (No Collect Calls) 210-295-4357		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 09 Jan 2004	
9. ISSUED BY CENTER FOR HEALTH CARE CONTRACTING MEDCOM HEALTH CARE ACQ ACTY ATTN MCAA C BLDG 4197 2107 17TH ST SUITE 68 FORT SAM HOUSTON TX 78234-5068 TEL: 210-295-4380 FAX: 210-295-4937		CODE W81K04	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561110 SIZE STANDARD: 6M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SCHEDULE			16. ADMINISTERED BY SEE ITEM 9					
17a. CONTRACTOR/ OFFEROR HUMANA MILITARY HEALTHCARE SERVICES 500 WEST MAIN STREET LOUISVILLE KY 40201-1438 TEL.		CODE 050S0 FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS SAN ANTONIO ARMY VENDOR PAY DFAS-SA-FPA HTTP://WWW.DFAS.MIL 500 MCCULLOUGH AVE SAN ANTONIO TX 78215-2100					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Revised proposal dtd 21 Jan 05				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INCORPORATED CHANGES

1. Block 18a. Payment office will be cited on each task order.
2. The following documents are hereby incorporated by reference and made a part of this contract award:
 - a. Contractor's representations and certifications in 52.212-3 and 252.212-7000.
 - b. Contractor's Subcontracting Plan.
 - c. Contractor's Conflict of Interest Mitigation Plan.
 - d. Contractor's Quality Control Plan.
 - e. Contractor's Continuity of Service Plan.
3. Paragraph 3.14, Contractor Manpower Reporting, is added to the contract PWS.
4. Contract Line Item Numbers (CLINS) 0001AG, 0002AF, 0003AF, 0004AF, 0005AF and 0006AF are added for Contractor manpower Reporting. Pricing for these CLINS will be negotiated and added by modification at a later date.

PROGRAM SUMMARY

A. Contract Description: The U.S. Army Medical Command Health Care Acquisition Activity, HCAA, Center for Health Care Contracting, intends to award multiple contracts for non personal services for Patient Appointment Services (PAS) for Department of Defense (DoD) TRICARE beneficiaries in the contiguous U.S., Alaska, and Hawaii. The contracts will be Multiple Award Task Order (MATO) Indefinite Delivery Indefinite Quantity type (IDIQ) contracts. The period of performance will be for a base period from date of award through 30 September 2005; four 1-year options; and an option period of approximately 6 months for a total contract period of 5 years. The services may be ordered to support military treatment facilities (MTFs) operated by the U.S. Army and other DoD agencies to include the U.S. Air Force and U.S. Navy. The estimated maximum value of contracts combined for 5 years is \$400 Million. The estimated maximum amount of each individual contract is indeterminable since task orders are awarded based on competition between contract holders.

B. Requirement History: The requirement background includes services currently performed by the DoD TRICARE Managed Care Support Contract (MCSC) holders. Offerors may view more background information at the TRICARE website <http://www.tricare.osd.mil/>. The PAS requirement was removed, i.e., "carved out" of the MCSC for the TRICARE Next Generation Managed Care Support Contract and the U.S. Army HCAA will procure PAS for DoD MTFs. The contract is also available to DoD MTFs that have not procured their PAS under the MCSC contracts.

MINIMUM GUARANTEEMINIMUM/MAXIMUM

The minimum guaranteed amount is \$ per Patient Appointment Services multiple award contract and applies to the base period of performance only (date of award through 30 September 2005). The maximum amount estimated for the life of all the Patient Appointment Services multiple award contracts combined is \$.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	BASE PATIENT APPOINTMENT SERVICES FFP BASE PERIOD OF PERFORMANCE : FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2005.	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101	FUNDING FOR CLIN 0001AF FFP CLIN ADDED TO PROVIDE FUNDING FOR CLIN 0001AF PURCHASE REQUEST NUMBER: W68MX35076N542	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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ACRN AA Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	TRANSITION FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
BASE PERIOD OF PERFORMANCE: FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2005. TRANSITION TIMEFRAMES (USUALLY 3 OR 4 MONTHS) WILL BE ANNOTATED ON INDIVIDUAL TASK ORDERS.					

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	PAS SERVICES FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
BASE PERIOD OF PERFORMANCE: AFTER COMPLETION OF TRANSITION PERIOD AND THROUGH 30 SEPTEMBER 2005. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS.					

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

PAS TELEPHONY
FFP

BASE PERIOD OF PERFORMANCE: DATE OF AWARD THROUGH 30 SEPTEMBER 2005. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. CONTRACTORS TO QUOTE TASK ORDERS WITH TELEPHONY AND THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITH OR WITHOUT TELEPHONY.

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD			Dollars, U.S.	UNDEFINED	UNDEFINED

PAS CLERK II NON PERSONAL SERVICES
FFP

BASE PERIOD OF PERFORMANCE: DATE OF AWARD THROUGH 30 SEPTEMBER 2005. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK II SUPPORT THEY MAY SELECT THIS CLIN.

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

PAS CLERK I NON PERSONAL SERVICES
FFP

BASE PERIOD OF PERFORMANCE: DATE OF AWARD THROUGH 30
SEPTEMBER 2005. DATES ANNOTATED ON INDIVIDUAL TASK
ORDERS. IF MTF REQUIRES ONLY PAS CLERK I SUPPORT THEY MAY
SELECT THIS CLIN.

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		1	Each	\$	\$

GUARANTEED MINIMUM
FFP

THE MINIMUM GUARANTEED AMOUNT OF \$35,414.66 APPLIES TO THE
BASE PERFORAMNCE PERIOD ONLY - DATE OF AWARD THROUGH 30
SEPTEMBER 2005.

NET AMT

\$

ACRN AA Funded Amount

\$

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AG	CONTRACTOR MANPOWER REPORTING FFP FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2005.	1	Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	FIRST OPTION PAS FFP FIRST OPTION PERIOD OF PERFORMANCE : FROM 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS.	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA OPTION	TRANSITION FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
FIRST OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006. TRANSITION TIMEFRAMES (USUALLY 3 OR 4 MONTHS) WILL BE ANNOTATED ON INDIVIDUAL TASK ORDERS.					

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB OPTION	PAS SERVICES FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
FIRST OPTION PERIOD OF PERFORMANCE: AFTER COMPLETION OF TRANSITION PERIOD AND THROUGH 30 SEPTEMBER 2006. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS.					

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS TELEPHONY
FFP
FIRST OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. CONTRACTORS TO QUOTE TASK ORDERS WITH TELEPHONY AND THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITH OR WITHOUT TELEPHONY.

	MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD			Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK II NON PERSONAL SERVICES
FFP
FIRST OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK II SUPPORT THEY MAY SELECT THIS CLIN.

	NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AE		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK I NON PERSONAL SERVICES
FFP
FIRST OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK I SUPPORT THEY MAY SELECT THIS CLIN.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AF		1	Each	UNDEFINED	UNDEFINED

OPTION CONTRACTOR MANPOWER REPORTING
FFP
FOR THE PERIOD 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SECOND OPTION PAS FFP SECOND OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007.	UNDEFINED		UNDEFINED	UNDEFINED

NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA OPTION	TRANSITION FFP SECOND OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007. TRANSITION TIMEFRAMES (USUALLY 3 OR 4 MONTHS) WILL BE ANNOTATED ON INDIVIDUAL TASK ORDERS.	UNDEFINED	Months	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB OPTION	PAS SERVICES FFP SECOND OPTION PERIOD OF PERFORMANCE: AFTER COMPLETION OF TRANSITION PERIOD AND THROUGH 30 SEPTEMBER 2007. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS.	UNDEFINED	Months	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC OPTION	PAS TELEPHONY FFP SECOND OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. CONTRACTORS TO QUOTE TASK ORDERS WITH TELEPHONY AND THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITH OR WITHOUT TELEPHONY.	UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD			Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK II NON PERSONAL SERVICES
 FFP
 SECOND OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2006
 THROUGH 30 SEPTEMBER 2007. DATES OF PERFORMANCE
 ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY
 PAS CLERK II SUPPORT THEY MAY SELECT THIS CLIN.

NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AE		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK I NON PERSONAL SERVICES
 FFP
 SECOND OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2006
 THROUGH 30 SEPTEMBER 2007. DATES ANNOTATED ON INDIVIDUAL
 TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK I SUPPORT THEY
 MAY SELECT THIS CLIN.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AF OPTION	CONTRACTOR MANPOWER REPORTING FFP FOR THE PERIOD 1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007.	1	Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	THIRD OPTION PAS FFP THIRD OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008.	UNDEFINED		UNDEFINED	UNDEFINED

NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA OPTION	TRANSITION FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
THIRD OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. TRANSITION TIMEFRAMES (USUALLY 3 OR 4 MONTHS) WILL BE ANNOTATED ON INDIVIDUAL TASK ORDERS.					

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB OPTION	PAS SERVICES FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
THIRD OPTION PERIOD OF PERFORMANCE: AFTER COMPLETION OF TRANSITION PERIOD AND THROUGH 30 SEPTEMBER 2008. DATES ANNOTATED ON INDIVIDUAL TASK ORDERS.					

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS TELEPHONY
 FFP
 THIRD OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. CONTRACTORS TO QUOTE TASK ORDERS WITH TELEPHONY AND THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITH OR WITHOUT TELEPHONY.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD			Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK II NON PERSONAL SERVICES
 FFP
 THIRD OPTION PERIOD OF PERFORMANCE: 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK II SUPPORT THEY MAY SELECT THIS CLIN.

NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AE		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK I NON PERSONAL SERVICES
FFP
THIRD OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. DATES ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK I SUPPORT THEY MAY SELECT THIS CLIN.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AF OPTION		1	Each	UNDEFINED	UNDEFINED

CONTRACTOR MANPOWER REPORTING
FFP
FOR THE PERIOD 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FOURTH OPTION PAS FFP FOURTH OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009.	UNDEFINED		UNDEFINED	UNDEFINED

NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA OPTION	TRANSITION FFP FOURTH OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009. TRANSITION TIMEFRAMES (USUALLY 3 OR 4 MONTHS) WILL BE ANNOTATED ON INDIVIDUAL TASK ORDERS.	UNDEFINED	Months	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB OPTION	PAS SERVICES FFP FOURTH OPTION PERIOD OF PERFORMANCE: AFTER COMPLETION OF TRANSITION PERIOD AND THROUGH 30 SEPTEMBER 2009. DATES ANNOTATED ON INDIVIDUAL TASK ORDERS.	UNDEFINED	Months	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC OPTION	PAS TELEPHONY FFP FOURTH OPTION PERIOD OF PERFORMANCE: 1 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. CONTRACTORS TO QUOTE TASK ORDERS WITH TELEPHONY AND THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITH OR WITHOUT TELEPHONY.	UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD			Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK II NON PERSONAL SERVICES
 FFP
 FOURTH OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2008
 THROUGH 30 SEPTEMBER 2009. DATES OF PERFORMANCE
 ANNOTATED ON INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY
 PAS CLERK II SUPPORT THEY MAY SELECT THIS CLIN.

NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK I NON PERSONAL SERVICES
 FFP
 FOURTH OPTION PERIOD OF PERFORMANCE: FROM 1 OCTOBER 2008
 THROUGH 30 SEPTEMBER 2009. DATES ANNOTATED ON INDIVIDUAL
 TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK I SUPPORT THEY
 MAY SELECT THIS CLIN.

MAX NET AMT	UNDEFINED
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF OPTION	CONTRACTOR MANPOWER REPORTING FFP FOR THE PERIOD 1 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009.	1	Each	UNDEFINED	UNDEFINED

				MAX NET AMT	UNDEFINED
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	Funded Amount				\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	FIFTH OPTION PAS FFP FIFTH OPTION PERIOD OF PERFORMANCE : 1 OCTOBER 2009 THROUGH 31 MARCH 2010.	UNDEFINED		UNDEFINED	UNDEFINED

				NET AMT	UNDEFINED
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	Funded Amount				\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA OPTION	TRANSITION FFP FIFTH OPTION PERIOD OF PERFORMANCE : 1 OCTOBER 2009 THROUGH 31 MARCH 2010. TRANSITION TIMEFRAMES (USUALLY 3 OR 4 MONTHS) WILL BE ANNOTATED ON INDIVIDUAL TASK ORDERS.	UNDEFINED	Months	UNDEFINED	UNDEFINED

				MAX NET AMT	UNDEFINED
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	Funded Amount				\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB OPTION	PAS SERVICES FFP	UNDEFINED	Months	UNDEFINED	UNDEFINED
FIFTH OPTION PERIOD OF PERFORMANCE : AFTER COMPLETION OF TRANSITION PERIOD AND THROUGH 31 MARCH 2010. DATES ANNOTATED ON INDIVIDUAL TASK ORDERS.					

 MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AC OPTION	PAS TELEPHONY FFP	UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
FIFTH OPTION PERIOD OF PERFORMANCE: 1 OCTOBER 2009 THROUGH 31 MARCH 2010. DATES OF PERFORMANCE ANNOTATED ON INDIVIDUAL TASK ORDERS. CONTRACTORS TO QUOTE TASK ORDERS WITH TELEPHONY AND THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITH OR WITHOUT TELEPHONY.					

 MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD			Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK II NON PERSONAL SERVICES
 FFP
 FIFTH OPTION PERIOD OF PERFORMANCE: 1 OCTOBER 2009 THROUGH
 31 MARCH 2010. DATES OF PERFORMANCE ANNOTATED ON
 INDIVIDUAL TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK II
 SUPPORT THEY MAY SELECT THIS CLIN.

NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AE		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PAS CLERK I NON PERSONAL SERVICES
 FFP
 FIFTH OPTION PERIOD OF PERFORMANCE : 1 OCTOBER 2009
 THROUGH 31 MARCH 2010. DATES ANNOTATED ON INDIVIDUAL
 TASK ORDERS. IF MTF REQUIRES ONLY PAS CLERK I SUPPORT THEY
 MAY SELECT THIS CLIN.

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AF OPTION	CONTRACTOR MANPOWER REPORTING FFP FOR THE PERIOD 1 OCTOBER 2009 THROUGH 31 MARCH 2010.	1	Each	UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA:
AMOUNT:

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.225-13 (Dev)	Restriction on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-37	Multiple Payment Arrangements	MAY 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Jun 2003) - Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.223-7004	Drug Free Work Force	SEP 1988
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from data of contract award through 30 Sep 05 or the last date of the final exercised option, whichever occurs later.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order amount per task order is \$3,000.00

(b) Maximum order amount per task order is \$40,000,000.00

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) If no contract holders under the associated multiple award contracts respond to a Task Order RFQ, or if less than two (2) respond, the responses are determined not to be at market prices, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2010.

(End of clause)

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 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 calendar days, but not less than 15 calendar days prior to expiration of the current performance period.

(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 15 days prior to the expiration of the current performance period; 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 5 years under any circumstances

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

This information will be identified on task order RFQ.

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: This information will be identified on task order RFQ. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the: This information will be identified on task order RFQ.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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):

<http://farsite.hill.af.mil/> .

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

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

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number

Not Applicable

Item Description

Not Applicable

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number Not Applicable or Contract Data Requirements List Item Number Not Applicable.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

PAS PWS

PERFORMANCE WORK STATEMENT Military Treatment Facility (MTF) Patient Appointing Services

1. Scope. The purpose of this contract is to obtain non personal Patient Appointing Services (PAS) in support of Military Treatment Facilities (MTFs) that will significantly enhance appointing procedures and improve service to its customers. This requirement augments the capability of the MTF staff to book health care appointments in the direct care system at MTFs for Military Health System (MHS) eligible beneficiaries. This service includes verifying registration information in the appointment system, correcting and, when required, registering beneficiaries prior to making the appointment, making and canceling of patient appointments, and providing performance and management reports on the appointing process for MHS eligible beneficiaries. The Contractor does not make appointments with non-MTF (network and/or non-network) providers.

1.1. Background. A major feature of the military health care benefit for eligible MHS beneficiaries is access to MTF health care providers via a scheduled appointment. The Contractor shall provide appointing services via face-to-face contact in MTF clinics or over the phone from clinic, MTF, base/post, commercial locations, or local or regional appointment center locations depending on the needs of the MTF Commander as specified in each task order.

1.2. Program Objective. The program objective is to provide access to care through efficient Patient Appointing Services for MHS eligible beneficiaries. The acquisition strategy for this procurement is to allow the Contractor complete freedom to recommend their solutions and innovations in acquiring these services by satisfying the scope of this contract and each individual task order.

2. Definitions/Acronyms.

2.1. Following is a list of basic definitions. Additional definitions may be found in individual task orders.

2.1.1. Composite Health Care System (CHCS): A DoD information system used to check a patient's eligibility, manage provider appointment templates and schedules, and manage patient appointment information. This is the current primary information system platform for managing appointments in DoD.

2.1.2. Contracting Officer: A government employee having the authority vested by a Contracting Officer's Certificate of Appointment to execute, administer, and terminate contracts and orders, and modifications thereto, which obligate Government funds and commit the Government to contractual terms and conditions.

2.1.3. Contracting Officer's Representative (COR): Also referred to as Contracting Officer Technical Representative (COTR). A person designated by the Contracting Officer to assist in the technical monitoring or administration of a contract. Procedures vary from agency to agency, but generally a COR must be designated in

writing with a copy furnished the Contractor and the contract administration office. The designation does not include any authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.

2.1.4. Demilitarized Zone: Dedicated network segment that provides network connectivity for an organization's publicly accessible servers.

2.1.5. Department of Defense Health Service Region (DoD HSR): A geographic region identified by DoD which has a regional office and staff and provides inter-Service coordination and guidance on health care delivery to all MTFs in the region and oversight of the Managed Care Support Contractor.

2.1.6. Direct Care: The DoD's system of MTFs that provides care to eligible MHS beneficiaries.

2.1.7. Enrolled Beneficiary: An MHS eligible beneficiary who is registered on the Defense Enrollment Eligibility Reporting System (DEERS) and who is enrolled in a TRICARE plan, including Active Duty Service members.

2.1.8. Enterprise Wide Scheduling-Registration (EWS-R): A DoD information system planned to replace CHCS that will be used to check a patient's eligibility, manage appointment templates, manage patient appointment information, and manage the healthcare registration processes in the outpatient and inpatient setting.

2.1.9. Military Health System (MHS) Beneficiary: Any individual who is eligible to receive treatment in a Military Treatment Facility (MTF). The categories of MHS beneficiaries shall be broadly interpreted unless otherwise specifically restricted.

2.1.10. Military Treatment Facility (MTF): A military hospital or clinic.

2.1.11. Network Care: Care provided by the network of contractor-operated providers and facilities (owned, leased, arranged) that links the providers or facilities with the prime Contractor as part of the total contracted delivery system. Thus a "network provider" is one who serves TRICARE beneficiaries by agreement with the prime Contractor as a member of the TRICARE prime network or of any other preferred provider network or by any other contractual agreement with the Contractor. "Network care" includes any care provided by a "network provider" or care provided to a TRICARE Prime enrollee under a referral from the Contractor, whether by a "network provider" or not.

2.1.12. Non-enrolled Beneficiary: An MHS eligible beneficiary who is registered on DEERS and not enrolled in a TRICARE plan.

2.1.13. Non-Network Care: Any care not provided by "network providers" except care provided to a TRICARE Prime enrollee by a "non-network provider" upon referral from the Contractor. A "non-network provider" is one who has no contractual relationship with the prime Contractor to provide care to the TRICARE beneficiaries.

2.1.14. Task Order Contract: Contract for services that provides for the issuance of orders for the performance of services during the period of the contract.

2.1.15. Appointment Error: Misbooked appointments occur when (1) a patient is given the wrong appointment type for the level and type of care needed, (2) the appointment clerk does not correctly complete the data elements, (3) the patient is sent to the wrong location or the wrong provider, or (4) any other booking error that results in inconvenience to the patient, disruption of clinic effectiveness/efficiency, and failure to appropriately match TRICARE Prime beneficiaries to appointment slots reserved for Prime. Feedback regarding misbooked appointments may be collected from patients, providers, clinic support staff, booking clerks and appointment supervisors.

2.2. Acronyms. Following is a list of acronyms found in this PWS. Additional acronyms may be listed in individual task orders or in regulations listed in paragraph 8.

ADP = Automated Data Processing

AISs = Automated Information Systems

ASP = Appointment Standardization Phase III

ATC = Access to Care

ATO = Approval to Operate

C&A = Certification and Accreditation

CAC = Common Access Card

COE = Common Operating Environment

CFR= Code of Federal Regulations

CHCS I or II = Composite Health Care Systems Versions I or II

COR = Contracting Officer's Representative

COTR = Contracting Officer's Technical Representative

DEERS = Defense Enrollment Eligibility Reporting Systems

DII = Defense Information Infrastructure

DISA = Defense Systems Information Agency

DITSCAP = DoD Information Technology Security Certification and Accreditation Process

DMZ = Demilitarized Zone

DoD = Department of Defense

DoD HSR = Department of Defense Health Service Region

DODI = Department of Defense Instruction

EWS-R = Enterprise Wide Scheduling – Registration

FOUO = For Official Use Only

IAVA = Information Assurance Vulnerability Alert

HIPAA = Health Insurance Portability and Accountability Act

IM = Information Management

ISs = Information Systems

IT = Information Technology

JCAHO = Joint Committee on Accreditation of Healthcare Organizations

MTFs = Military Treatment Facilities

MHS= Military Health Systems

NIPRnet = Non-secure Internet Protocol Router Network

OHI = Other Health Insurance

OMB = Office of Management and Budget

PAS = Patient Appointment Services

PHI = Protected Health Information

PKI = Public Key Infrastructure

PWS = Performance Work Statement

SI = Sensitive Information

TBD = To Be Determined

3. Specific Tasks.

3.1. Appointing Locations and Organization. The Contractor shall provide appointing services from clinic, MTF, base/post, or regional service center locations depending on the needs of the MTF Commander. Appointing solutions can be a combination of decentralized and/or centralized services as specified in the task order. Decentralized is defined as Contractor appointing staff are dispersed within the MTF and do not work as a centralized call center. Centralized is defined as Contractor appointing staff work in a call center fashion. The regional or local call center can be located within an MTF, on a military installation, or commercial locations on a local or regional level as specified in the task order.

3.2. Appointment Information Systems. The Contractor shall access Government appointment information systems to book patient appointments. Depending on the MTF needs, access can be via local MTF access or via dial up or Internet connectivity from remote locations as specified in the individual task orders and shall comply with MHS communications and Government Information Technology, IT, security standards and policies. Contractor staff shall follow and comply with MHS DITSCAP, HIPPA, DoD PKI, DoD Health Information Privacy Regulation (DoD 6025.18-R), the Privacy Act, DoD Privacy Program (DoD 5400.11.R) and other applicable requirements prior to obtaining access to DoD information systems. Access will be coordinated and approved by the Government IT Security Officer designated in the individual task orders for the systems and networks being connected to or accessed. Contractor shall provide appropriate physical security to the information systems environment that they control. Contractor shall provide appropriate physical security to the information systems environment that they control to be in full compliance with the physical security requirements established for the information systems by the MHS.

3.3. Type of Appointments. The Contractor shall make clinical appointments and coordinate appointments with other direct care facilities as required. The Contractor will not make appointments with non-MTF (i.e. network and/or non-network) providers or enter non-MTF (network or non-network) information into the appointing system.

Appointments shall be made following MTF-provided appointing criteria and comply with MHS access to care standards as required by 32 CFR 199.17. Appointments shall be made using only DoD approved standard appointment types, business rules, and appointment detail codes as detailed in the *Appointment Standardization Commander's Guide to Access Success* (<http://www.tricare.osd.mil/tai/cguide.htm>).

3.4. Telephone Access. The Contractor shall provide dedicated toll free access and interface with Government telephony as specified by the task order. For regional appointment centers, the Contractor shall provide a single toll-free number and route calls to the appropriate location. The Contractor shall provide all necessary telephone equipment to meet the toll-free access requirement. The Contractor shall provide sufficient toll-free lines to meet telephone performance standards identified in paragraph 3.13. The Contractor shall comply with the military installation management information/telephonic access policies (dependent on or independent of military installation telephone system).

3.5. Staffing. The Contractor shall provide trained staff (managers and clerks) to meet the MHS performance standards and/or local requirements as specified in individual task orders.

3.5.1. Staff shall have adequate skill level to interpret the patient's request for an appointment and apply the appropriate MTF and MHS appointing criteria and directives to the request. Staff shall match the patient's request for service with the most appropriate Access to Care (ATC) category, choosing the appropriate standard appointment types and detail codes that will appoint the patient to an appropriate provider within the applicable MHS ATC standards.

3.5.2. Staff shall be familiar with basic medical terminology as used in the appointment types and detail codes. Staff shall be familiar with the terminology and the inter-relationships of the ATC categories, standard appointment types, detail codes, provider specialties, and ATC standards.

3.5.3. Staff shall be trained in appropriate customer service skills (telephone courtesy).

3.5.4. Staff shall be knowledgeable regarding where to refer beneficiaries when asked about basic TRICARE benefits.

3.6. Training. The Government will provide training to the Contractor's trainers. The Contractor shall then train their staff in order to meet the requirements as specified in individual task orders. The Contractor shall train all of their staff in accordance with the requirements of the MTF Commander's training plan that includes appointing business rules and Government IT systems requirements. The Contractor's staff shall have functioning knowledge of Government appointing business rules, Government appointing information systems, Joint Commission for the Accreditation of Healthcare Organizations (JCAHO), HIPAA, DoD Health Information Privacy Regulation (DoD 6025.18-R) the Privacy Act, and DoD Privacy Program (DoD 5400.11-R) to appoint beneficiaries correctly. All Contractor staff that access Government IT systems shall be trained in security awareness, protection of Government sensitive and privacy information, and their responsibility and consequences before access is authorized.

3.7. Template Management. The Contractor may analyze and/or manage appointment templates and provider schedules, activate schedules, and adjust provider schedules in accordance with the business rules of the MTF, region, or DoD as specified in individual task orders. The Contractor shall make no changes to the template without approval of Contracting Officer or Contracting Officer's designee.

3.8. Registration. Upon being contacted by the patient, the Contractor shall determine if the beneficiary is registered in the registration system. If the patient is already registered, the Contractor shall verify and update, as required, registration information (i.e., patient demographic, patient contact, and other health insurance data) during each encounter. If the beneficiary indicates they have other health insurance (OHI), the Contractor shall request that the beneficiary bring in their OHI information with them to their appointment. At a minimum, patient information to be validated includes name, address, telephone numbers, and whether or not the patient has other health insurance (if so, review name of carrier and policy number). If changes are necessary, the Contractor shall instruct the

beneficiary to update their information with the DEERS office. If the patient is not registered, the Contractor shall initiate a DEERS eligibility check and perform a mini-registration in the registration system. An example of the format is provided as PWS Attachment 1 Mini-Registration. Issues with enrollment should be referred to the Managed Care Support Contractor for resolution.

3.9. Appointment Booking Procedures.

3.9.1. The Contractor may receive an appointment request by face-to-face contact, by telephone call from patients or MTF staff members, or by automated means (CHCS I or CHCS II, referral and authorization transaction set, and other Government appointment information systems). If not previously registered, the patient shall be registered as described in paragraph 3.8. If the patient is registered, the registration information shall be validated and updated, if necessary, during each patient encounter. The patient's request for service shall be booked following MHS directives and the MTF business rules as specified in individual task orders using the appropriate ATC category matched to the appropriate standard appointment types and detail codes within the appropriate ATC standards.

3.9.2. If not in face-to-face or voice contact with the patient, the Contractor shall notify the patient of the booked appointment following the patient's preference on how they wish to be contacted or if not known, per task order. When no appointments are available within the access to care standards, the Contractor shall direct the patient to the appropriate source of care according to the business rules of the MTF. The Contractor shall refer the patient to the appropriate source of TRICARE or MTF information should questions be asked that are not of an appointing nature.

3.9.3. The Contractor shall provide a "systems down" plan to provide for registration and appointing when appointing systems are not operational.

3.10. Appointment Cancellation Procedures.

3.10.1. The Contractor shall cancel, and if appropriate, reschedule patient appointments at the request of the patient or the MTF staff using the appropriate Government appointing information system cancellation procedures. When contacting the patient, the registration information shall be verified and updated, if necessary, and will be compliant with HIPAA, DoD Health Information Privacy Regulation (DoD 6025.18-R), the Privacy Act, and DoD Privacy Program (DoD 5400.11-R).

3.10.1.1. If a cancellation notification is received from the patient, the Contractor shall cancel the appointment and offer to reschedule the appointment using the appropriate Government appointing information system cancellation procedures. When an appointment is canceled, the Contractor shall notify the MTF clinic as specified by the MTF business rules.

3.10.1.2. If a cancellation request is received from MTF staff, the Contractor shall contact the affected patients and offer to reschedule the appointment using the appropriate Government appointing information system cancellation procedures. Three (3) documented attempts shall be made to verbally contact the patient in accordance with the business rules of the MTF. Contact via answering machine, voice mail, or e-mail will not count as a successful notification until three (3) attempts to contact the patient verbally have failed. If unsuccessful in contacting the patient verbally, the Contractor shall notify the MTF staff.

3.10.2. If a cancellation notification is received indirectly from the patient via a recorded message on a Contractor-provided line or other automated means, the Contractor shall contact the patient in a manner preferred by the patient to determine the need for a new appointment. One (1) recorded attempt shall be made by the Contractor to contact the patient to determine the need for appointing services. No follow-up is required if, at the time the patient left a recorded message, the patient indicated a new appointment is not required.

3.11. Monitoring. The Contractor shall perform periodic monitoring of calls handled by the Contractor's staff to identify any customer service or training issues. The monitoring plan shall include acceptable standards and planned corrective actions for below standard performance. Access to the monitoring equipment shall also be made available to the Contracting Officer and COTR for periodic monitoring as deemed necessary. See 3.13 below for

telephone standards. The Contractor shall provide a report of the number of calls monitored, issues identified, and corrective actions taken to correct the issues.

3.12. Transition. A contract phase-in shall be required when a task order is provided to replace existing services. The Contractor shall provide a transition plan and be prepared to begin contract performance in accordance with the requirements of the task order. Proposals shall identify key staff members (including qualifications), who must be hired, complete MTF- specific staff training requirements as detailed in the MTF Business Plan and in place prior to the start of work. Proposals should also include the status of non-personnel issues such as space, equipment and furnishing procurement. The Contractor shall submit status reports of phase-in and operational activities to the MTF Commander in accordance with the requirements of each individual task order.

3.13. Telephone Performance Standards. The Contractor shall comply with the telephone inquiries standards in the TRICARE Operations Manual, Chapter 1, Section 3, paragraph 3.4, if the Contractor supplied the telephony solution or if the Government telephone system can segregate calls to Contractor personnel. Reports and frequency of reporting is specified in Paragraph 4 below.

3.14. Contractor Manpower Reporting. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the web site. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.*

*NOTE: For in-theater contracts, requiring activities have the option of requiring more frequent reporting.

4. PERFORMANCE REPORTS AND FREQUENCIES OF DELIVERABLES. The contractor shall provide the reports detailed in 4.1. and the frequency as listed in 4.2. The place and period of performance are defined in 4.3. The deliverables' distribution list is in 4.4. Contractor reports shall be for each MTF as designated in the individual task orders.

4.1. Contractor's Performance Reports:

4.1.1. Call Waiting Time – The time the caller is on hold waiting to speak to an appointment clerk.

4.1.2. Call Abandonment – The number of callers whose calls were received by the telephone switch, but who disconnected (i.e., hung up) before the appointment clerk could answer the telephone.

4.1.3. Blocked Call Rates – Calls that cannot be completed by the caller due to the call capacity of the telephone switch (i.e., all telephone lines are busy).

4.1.4. Customer Service and Satisfaction of Appointing Services – This information will be received from the DoD customer satisfaction survey. See PWS Attachment 2 DoD Survey.pdf. See on question 10 there are questions on access. Report shall also separately address complaints from MTF Clinic Staff listed by Contractor Staff Member and number of complaints from Patients listed by Contractor Staff Member. Report shall also address number of errors listed by Contractor Staff Member.

4.1.5. Call Volume – Total number of calls received by the appointing contractor's telephone switch.

4.1.6. Call Processing Time – The total length of call to include call waiting time and talk time.

4.1.7. Calls That Do Not Result In An Appointment - If the contractor uses CHCS in Appointment Standardization Phase III starting in EOM October 2003, there will be a report on patients that call that do not get an appointment. See PWS Attachment 3a Excerpt ASP III.

4.1.8. All Refused Appointments (Patient is offered same day appointment but refuses)- See 4.1.7 above. Also the Access To Care Summary Report documents when a patient is offered an appointment within standards but refuses and gets an appointment outside standards due to there own preference. This instance is talked about in Appendix R of the *Commander's Guide for Access Success*.

4.1.9. Calls Monitored Report - Report which includes the results of the contractor's monitoring of calls handled by Contractor staff as defined in 3.11. - Monitoring.

4.1.10. All other data that supports meeting the required performance standards as defined in the individual task order requirements.

4.2. Frequency of Reports for Telephone Performance:

4.2.1. Weekly. Reports show required performance data on an hourly basis for each business day of the week with an aggregate total for the week.

Call Waiting Time - see 4.1.1.

Call Abandonment - see 4.1.2.

Blocked Call Rates - see 4.1.3.

Call Volume - see 4.1.5.

Call Processing Time - see 4.1.6.

4.2.2. Monthly.

Calls That Do Not Result In An Appointment - see 4.1.7.

All Refused Appointments - see 4.1.8.

Customer Service and Satisfaction of Appointing Services – see 4.1.4.

4.2.3. Quarterly.

Calls Monitored Report - see 4.1.9.

4.3. Place/Period of Performance. The Contractor shall perform the work within the scope of this contract and as specified by individual orders at an MTF Commander approved facility. The period of performance will be specified in each individual order.

4.4. Deliverables. All deliverables shall be provided in commonly available commercial software and distribution shall be made to the following:

POC	Application	Frequency
MTF (COTR)	X	Weekly/Monthly/Quarterly Performance Reports
Lead Agent/Regional Director	X	Monthly/Quarterly Performance Reports
Contracting Officer	X	Monthly/Quarterly Performance Reports and Issues/Correspondence
Contracting Officers Representative (COR)	X	Monthly/Quarterly Performance Reports and Issues/Correspondence

5. Security Requirements

5.1. The contractor shall achieve the same level of trustworthiness for contractor or subcontractor personnel as required for Government personnel with similar access to automated information systems (AISs) and networks containing DoD Sensitive Information (SI). The contractor shall meet the personnel security requirements for Automated Data Processing (ADP) access in DoD 5200.2-R, Personnel Security, for employees and subcontractor employees that require access to Government (IT) systems or DoD SI, or are involved in developing, delivering, or supporting IT systems and services, or safeguarding DoD sensitive information within Government or contractor systems. The contractor shall classify ADP/IT or related positions, submit appropriate paperwork for background investigations or proof of a favorable adjudication, ensure individuals receive requisite training, and document compliance. Personnel background investigations and training must be initiated before access to DoD AIS/networks or DoD SI is allowed. Following contract award, details for completing and forwarding forms for requesting an investigation will be coordinated with the Government IT Security Officer designated in the individual task orders for the networks and systems being accessed.

5.2. The Contractor shall use Protected Health Information (PHI) for their designated project only. This information shall not be used to create databases or any other product not intended for use specifically for this project. All PHI related to the project, but not delivered to the Government, shall be destroyed at the conclusion of the tasking. Destruction of the information shall comply with The Deputy Secretary of Defense Memorandum, subject: "Destruction of DoD Computer Hard Drives Prior to Disposal," dated January 8, 2001. The Memorandum requires that all hard drives containing unclassified data being disposed of outside DoD be removed and destroyed through sanitation of SI from storage media in a manner that gives assurance that the information is unrecoverable by technical means.

5.2.1. All PHI processed and hard copy output by government and contractor Information Systems, ISs, and networks is considered SI and will be treated as "For Official Use Only", FOUO, information, as directed by DoD 5400.7, "Freedom of Information Act," September 1997. Any SI (e.g., PHI and privacy data, processed, printed, stored, or manipulated on government and contractor ISs and networks will be protected, marked, and labeled in accordance with DoD 5200.1-R.

5.3. The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of PHI in accordance with Standards for Privacy of Individually Identifiable Health Information, Final Rule, December 28, 2000, DoD Health Information Privacy Regulation (DoD 6025.18-R), the Privacy Act, and DoD Privacy Program (DoD 5400.11-R). The Contractor shall provide patient information only to employees, Contractors, subcontractors, and Government personnel having a need to know such information in the performance of their duties for this project. The Contracting Officer shall approve the release of any patient information prior to the release.

5.4. The Contractor shall comply with the most current version of all Government privacy and security regulations and directives identified in Paragraph 8, Documentation, and other applicable DoD Service privacy and security instructions and regulations in effect at the time of task order award. In addition, the Contractor shall comply with the most current version of all relevant rules published in the Federal Register to implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996 in effect at the time of task order award. This shall include Standards for Privacy of Individually Identifiable Health Information, Final Rule, published December 28, 2000, TRICARE Operations Manual 6010.51-M, August 1, 2002, Chapter 21, Section 3; DoD Health Information Privacy Regulation (DoD 6025.18-R); the Privacy Act; and DoD Privacy Program (DoD 5400.11-R). Supplements, amendments, or changes to these publications may be issued during the life of the contract. Any such changes to mandatory publications which cause a change in performance that will either increase or decrease price will be incorporated into the contract by mutual agreement of the parties.

5.5. The DITSCAP is the standardized approach to the Certification and Accreditation (C&A) process within DoD. Each IS/network that undergoes DITSCAP must have required security controls in place, must have documented the security components and operation of the IS/network, and must successfully complete testing of the required security controls. The Contractor shall ensure DITSCAP documentation is available for review and is accurate. Each Contractor IS/network must also comply with the requirements for Information Assurance Vulnerability Management (IAVM) to ensure that the security posture is maintained. Guidance regarding the requirement for IAVM is contained in the DoD Information Assurance Vulnerability Alert (IAVA), 30 Dec 1999, while implementation is addressed in the "DISA IAVA Process Handbook, Version 2.1, 11 Jun 2002." The Contractor shall execute the DITSCAP process by providing, for receipt by the Contracting Officer within thirty (30) calendar days following contract award, the required documentation necessary to receive an Approval to Operate (ATO), and making their IS(s)/networks available for testing. The Contractor shall be required to mitigate the vulnerabilities identified for correction during the risk assessment process. These requirements shall be met before interconnecting with any DoD information system or network is authorized or access to SI is allowed.

5.6. Information Systems (IS)/Networks Physical Security. The contractor shall employ physical security safeguards for IS/Networks involved in the operation/use of a centralized appointment system to prevent the unauthorized access, disclosure, modification, destruction, use, etc., of SI and to otherwise protect the confidentiality and ensure the authorized use of SI. In addition, the contractor shall support a Physical Security Audit performed by the Government of the contractor's internal information management infrastructure using the criteria from the PWS Attachment 4 Physical Security Audit Matrix. The contractor shall correct any deficiencies identified by the Government of the contractor's physical security posture.

6. Government Furnished Information and Equipment

6.1. The Contracting Officer will provide the number of beneficiaries who are eligible to receive services in each task order. This data is considered the property of the U.S. Government and will not be used for any purposes outside the performance of this contract. The data will be provided to the Contractor in an electronic data file, format to be determined based on the Contractor's systems requirements.

6.2. The MTF Commander will provide appointment volumes to the Contractor for determination of Contractor staffing. See PWS Attachment 5a for Information Paper on Composite Health Care System Appointing Transactions Ad Hoc Report. The data will be provided to the Contractor in an electronic data file, format TBD based on the Contractor's systems requirements.

6.3. The Government will supply the Contractor with a list of all Government and DoD regulations, directives, and policies pertinent to management of appointment services. See Paragraph 8 below.

6.4. The Government will furnish all appointing system software (i.e. CHCS, EWS-R), maintenance, and updates if available for Contractor use at the facility. On select military posts/bases, the Government will furnish the facility (facilities) to conduct the appointing function as indicated in the individual task orders. When located on military posts/bases, the Government will furnish and maintain all computer and telephone lines no further than the wall of the facility. Specific Government furnished equipment and facilities will be identified in each order. When located

on military posts/bases, the Government will provide appropriate physical security to the information systems environment to be in full compliance with the physical security requirements established for information systems by the MHS.

6.5. The MTF Commander will:

6.5.1. Approve location of appointment staff and appointment call centers.

6.5.2. Provide appointing volumes for determination of Contractor's staffing requirements – see 6.2.

6.5.3. Specify hours of operation.

6.5.4. Provide a training plan (to include a train the trainer approach) and training to the Contractor to allow the Contractor to meet the requirements of the task order.

6.5.4.1. Train the Contractor's trainers.

6.5.4.2. If there are changes to the Government provided information systems, provide updated training to the Contractor's trainers.

6.5.5. Provide criteria and business rules for appointing services.

6.5.6. Provide contact information on the local Government IT Security Officer for coordinating DITSCAP, personnel security, physical security, and IT system access requirements and authorization to appointment information systems and IT networks as required (certification & accreditation, background investigations, username/password, Public Key Infrastructure certificates, etc.).

6.5.7. Identify the connectivity configuration between the contractor and government, to include use of DoD LAN, NIPRNet or Point-to-Point circuit, Internet connectivity, and any use of a DISA DMZ.

6.5.8. Identify hardware/software needed to support PWS requirements, e.g., browser to support Internet connectivity requirements, e-mail software to support appointment cancellation, CAC reader and middleware, browser and e-mail versions that are compatible with DoD PKI.

7. Contractor Furnished Equipment

7.1. If not provided by the Government, the Contractor shall furnish all equipment and personnel to meet the requirements of the individual task orders.

8. Applicable Technical, Regulations, References, Manuals, Specifications, and Documentation.

8.1. The contractor shall comply with the most current version of all applicable government documentation, regulations, policies, and directives pertinent to management of appointment services in effect at the time of task order award. Supplements, amendments, or changes to these publications may be issued during the life of the contract. Any such changes to mandatory publications which cause a change in performance that will either increase or decrease price will be incorporated into the contract by mutual agreement of the parties. This list includes, but is not limited to the following:

DOCUMENTATION

Compliance Documentation:

Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992

Privacy Act of 1974
 Title VI of the Civil Rights Act of 1964
 Section 504 of the Rehabilitation Act of 1973
 DoD Directive 5400.11-R, "The Freedom of Information Act of 1967"
 Health Insurance Portability and Accountability Act of 1996 (HIPAA)
 Electronic and Information Technology Accessibility Standards (36 CFR 1194)
 DoD Regulation 5200.2-R, "DoD Personnel Security Program," January 1987
 Standards for Privacy of Individually Identifiable Health Information, Final Rule, December 28, 2000
 OMB Circular A-130
 5 U.S.C. § 552a, as amended
 32 CFR 199
 Rehabilitative Act of 1973, Section 508
 Appointment Standardization Commander's Guide to Access Success
 TRICARE Operations Manual, 6010.51-M, August 1, 2002, Chapter 21, Section 3
 TRICARE Operations Manual, 6010.51-M, August 1, 2002, Chapter 1, Section 3
 TRICARE Systems Manual, 7950.1-M, August 1, 2002, Chapter 1
 Accreditation Process (DITSCAP)

DoDI 5200.40 Defense Information Technology Security Certification and DoD 8510.1-M DITSCAP Application Manual
 DoD Health Information Privacy Regulation (DoD 6025.18-R)
 The Privacy Act
 DoD Privacy Program (DoD 5400.11-R)

Reference Documentation:

Defense Information Infrastructure (DII) Common Operating Environment (COE) Integration and Runtime Specification (I&RTS), Version 4.0, dated 4 October 99, and subsequent updates.
 MHS Information Management (IM)/ Information Technology (IT) Strategic Plan, Sept 1999 (on TRICARE Web Site).
 MHS IM/IT Program Plan, Volume I and II, August 1996 (on TRICARE web site).
 MHS Information Assurance Policy and Guidance Manual, February 2003
 MIL-STD 973, "Configuration Management," 11 Feb 2000.
 NBS SP500-153, "Guide to Auditing for Controls and Security: A System Development Life-Cycle Approach," April 1988.
 DoDD 8320.1, "DOD Data Administration," Mar 1994.
 DoD Manual 8020.1-M, Functional Process Improvement, 15 January 1993.
 Department of Defense Joint Technical Architecture, Version 3.0, January 28, 2000 (DISA web site).
 MHS Office Automation Guidance, September 7, 2000.
 MHS Personal Computer Hardware Requirements, September 7, 2000.
 MHS Minimum Standard Notebook Hardware, September 7, 2000.
 Title 10, U.S.C., Chapter 55
 DISA IAVA Process Handbook, Version 2.1, 11 June 2002

9. List of Attachments:

PWS Attachment 1	Mini-Registration.doc
PWS Attachment 2	DoD Survey.pdf
PWS Attachment 3	Excerpt ASP III.ppt
PWS Attachment 4	Physical Security Audit Matrix.doc
PWS Attachment 5	Information Paper

End of PWS

ADDENDUM TO 52.212-4 TERMS

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2002)

Addition to 52.212-4 Paragraph (t)

INVOICING AND PAYMENT BY GOVERNMENT PURCHASE CARD

1. The contractor shall be required to accept payment by Government Purchase Card. The government reserves the right to use the Purchase Card for payment or to use the Defense Finance and Accounting System or other federal government finance office. The method of payment will be designated by task order.
2. If payment is made by Government Purchase Card, the clause at FAR 52.232-33 will not apply, and the clause at FAR 52.232-36, Payment by Third Party, will apply. If payment is made by Government Purchase Card, instructions will be included in the task order.
3. The Contractor shall submit an Original Invoice to the COR not later than 5 calendar days after the last day of the month.
4. The COR will reconcile the Original Invoice with the services received to ensure discrepancies, if any, are corrected. If there are discrepancies, a new original Invoice must be generated by the contractor.
5. For each invoice period, the contractor is not allowed to charge anything to the credit card until notified they may do so by the Government cardholder. Authorization will be given after the invoice is reconciled. The cardholder will provide the contractor with the Purchase Card account number, which authorizes the vendor to charge the amount specified on the final bill. This notification must be made for each invoice payment.
6. The contractor must notify the cardholder or COR who in their company is authorized to accept the credit card number. The contractor must provide a receipt acknowledgement as a verification of payment to the cardholder. This may be done by email, fax, or mail as directed by the cardholder.

(End of Notice)

Addition to 52.212-4 Paragraph (u) **HOLIDAYS**

The following is a list of legal federal holidays:

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

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

(End of Notice)

Addition to 52.212-4 Paragraph (v): **MOBILIZATION AND OTHER CONTINGENCY PLANNING**

1. Among the circumstances in which the provisions of this clause may be invoked is a general or limited mobilization of reserve forces or an emergency that impacts upon contract performance. In the event of either eventuality the Contractor will be expected to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands could require extended work hours and expansion of the contract work force.

2. To ensure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the Contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the emergency.

(End of Notice)

Addition to 52.212-4 Paragraph (w): **CONTRACT ADMINISTRATION**

1. Contract administration will be performed by the Center for Health Care Contracting after award. All administrative requirements for the basic contract should be addressed to:

Center for Health Care Contracting
MEDCOM Health Care Acquisition Activity
ATTN MCAA-C, Bldg 4197 (Insert Contract Number)
2107 17th Street, Suite 68
Fort Sam Houston, TX 78234-5068
Phone: (210) 295-4380/4410
Fax: (210) 295-4937

2. After award, all questions pertaining to requirements or administration of task orders should be directed to the office issuing the task order.

(End of Notice)

Addition to 52.212-4 Paragraph (x): **CONTRACTOR PAST PERFORMANCE INFORMATION REPORTING**

The Task Order Administrative Contracting Officer is the assessing official and will prepare the Performance Assessment Reports (PARs) as required by FAR 42.15 and AFARS 5142.1502-90 (e) 3.

(End of Notice)

Addition to 52.212-4 Paragraph (y): **ORDERING PROCEDURES**

1. Future requirements will be competed among the awardees and price, past performance and technical capabilities may be used for the determining factors for task order awards. The requiring customer, MTF, will define in the RFQ, which technical sub factors (Transition Plan and/or IM/IT Telephony Plan) are applicable for evaluation of individual task orders. The potential impact on other orders placed with the contractor and the minimum guarantee will also be taken into consideration. Awards of task orders will be a "best value" decision.

2. Contract holders are not required to propose on all task orders for future requirements after award of the basic contract.

3. Task orders will be issued on DD Form 1449, Solicitation/Contract/Order for Commercial Items, by the Center for Health Care Contracting and/or Regional Contracting Offices and other DoD federal contracting offices as authorized by the CHCC Procuring Contracting Officer.
4. Orders will be placed in accordance with FAR 16.505 and supplemental agency regulations.
5. Startup time for performance under task orders will be designated on the task order Request for Quote (RFQ). The contracting officer may use startup time as an evaluation criterion and require the proposal to specify the startup time the contractor would need.
6. All MEDCOM contracting offices are authorized to place task orders against this contract.
7. This contract may be used by other federal agencies. Contracting offices outside the HCAA may issue task orders against this contract if given prior approval in writing by the CHCC Procuring Contracting Officer (PCO). All contracting offices must follow administrative requirements imposed in the administration plan. Contracting offices failing to comply are subject to having their ordering authority revoked. In such cases where revocation occurs and the contractor has received a task order(s) from that office, a contracting office within HCAA will assume administration of all task orders issued by the losing office. The contractor will be notified of such changes in writing.
8. Prices will be established on each task order.
9. Each awardee must be provided a fair opportunity to be considered for task orders for new requirements. The task order ombudsman is Mr. Rodney Stevenson, phone: (210) 221-5803, fax: (210) 221-4086, E-mail: rodney.stevenson@cen.amedd.army.mil.
10. Task Order RFQs may be issued electronically, orally, or in writing. Responses will be in accordance with instructions given by the Contracting Officer.
11. A guaranteed minimum is established for each contract awarded and only applies to the first 12 months of the basic contract.
12. The government will have one (1) single Contracting Officer's Representative (COR/COTR) for each task order. The COR/COTR will be identified in each task order awarded. Additional Government POCs may be provided.

(End of Notice)

Addition to 52.212-4 Paragraph (z): **UNILATERAL MODIFICATIONS**

1. Excess Funds. Task Orders will be issued with estimated quantities. The actual amount of services performed may be less than the total amount on the order. When the Contracting Officer determines that the funds remaining on the order are in excess of the funds needed for completion, a unilateral modification may be issued to de-obligate such funds.
2. Administrative Changes. Changes to the contract that are administrative in nature to accommodate contracting software, that have no impact or pricing or terms and conditions, may be issued as a unilateral modification by the Contracting Officer.

(End of Notice)

Addition to 52.212-4 Paragraph (aa) **TASK ORDER CLOSE-OUT**

It is the intention of the U.S. Army CHCC to perform closeout procedures on an individual Task Order (TO) basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. TO close-out will occur as soon as possible after final payment has occurred by the Contracting Officer administering the TO.

(End of Notice)

Addition to 52.212-4 Paragraph (ab) **QUARTERLY PROGRAM STATUS REPORT (QPSR)**

The QPSR is prepared by each prime contractor for the CHCC Contracting Officer. The report shall identify the TO's received by the prime contractor each quarter. For purposes of the QPSR, the report must be received by the CHCC Contracting Officer, via e-mail, no later than the 15th day following the end of the quarter. A sample QPSR format is shown in below:

PROGRAM MANAGEMENT STATUS REPORT - SAMPLE

1. Contract Overview Charts

Contract Number	Task Order Number	Place of Performance	Issuing Office	Task Order Value With Options
DADA10-02-D-0001	YY01	Brooke Army Medical Center	Great Plains Regional Contracting Office	

2. Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved.

(End of Notice)

Addition to 52.212-4 Paragraph (ac) **NOTICE OF AVAILABILITY OF FUNDS/CONTINUING RESOLUTION**

Task orders (or applicable line items thereto) issued under this contract may be subject to the "Availability of Funds" clause, FAR 52.232-18, as incorporated by reference. The "Availability of Funds" clause states that the Government's liability for payment is contingent upon the availability of funds, and this contingency remains in effect until the Contracting Officer confirms availability, in writing, to the Contractor. For the purposes of this clause, the Contracting Officer hereby confirms that funds will be available under the task order upon enactment of the applicable fiscal year Continuing Resolution (limited to the period of the Continuing Resolution) for the requiring department/agency, or upon enactment of the applicable fiscal year Appropriations Act for the department/agency. Any period of performance not covered by a Continuing Resolution is subject to the terms and conditions of the "Availability of Funds" clause. Information regarding the Continuing Resolution or the applicable fiscal year Appropriations Act or verification of availability may be obtained by contacting the Contracting Officer. It is anticipated that no further written confirmation of availability will be provided.

(End of Notice)

Addition to 52.212-4 Paragraph (ad) **PRIVACY OF PROTECTED HEALTH INFORMATION**
(DEC 2002)

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

Individual has the same meaning as the term "individual" in 45 CFR 164.501 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 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

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

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

(b) The Contractor agrees to 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 agrees to 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 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 Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to 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.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner 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.

(h) The Contractor agrees to 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 or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to 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 designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to 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.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner 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 Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [List Purposes].

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, 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 Agreement, 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 Agreement, 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) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(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 Privacy Rule 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.

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.

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.

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 the Privacy Rule means the section as 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 the Privacy Rule.

(d) DoD rules are also applicable.

(End of Notice)

52.212-4 (ae) ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST

Contractor shall maintain and implement an approved OCI Mitigation Plan throughout the life of the contract. The Mitigation Plan shall be IAW FAR Subpart 9.5. The Procuring Contracting Officer is the approval authority for the Mitigation Plan. All compliance issues shall be directed to the Procuring Contracting Officer. There will be no restrictions on the Contractor's eligibility for future contracts or subcontracts.

(End of Notice)

(End of Addendum to 52.212-4)