

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. Requisition Number 08-PR-0059		PAGE 1 OF 15	
<i>Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30</i>				5. Solicitation Number H94002-08-Q-0022		6. Solicitation Issue Date May 30, 2008	
2. Contract No. H9400208P0027		3. Award/Effective Date <b>22 Sep 2008</b>		4. Order Number		b. Telephone Number (No collect calls) 303-676-3694	
7. For Solicitation Information Call:		a. Name DAN POTURALSKI dan.poturalski.ctr@tma.osd.mil		8. Offer Due Date/Local Time Jun 23, 2008 / 12:00 PM			
9. Issued By  DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/AM&S 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code H94002		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: <u>541611</u> Size Standard: _____		11. Delivery for FOB Destination Unless Block is Marked.  <input type="checkbox"/> See Schedule  <input checked="" type="checkbox"/> 13a. This contract is a rated order under DPAS (15 CFR 700)  13b. Rating <b>S10</b> 14. Method of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/AM&S 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code H94002		16. Administered By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/AM&S 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code H94002	
17a. Contractor/Offeror HAZEN GROUP, IN 312 E. BLOOMINGDALE AVENUE BRANDON FL 33511  Telephone No. 269-207-9874		Code 0000480 Facility Code		18a. Payment Will Be Made By DFAS SVC. ATTN: INVP DAFS 8899 E. 56TH AVENUE INDIANAPOLIS, IN 46249-1510 CAGE CODE: 43XH8		Code DFAS-IN	
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>		18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		TRICARE Management Activity is a government agency and is exempt from federal and state taxes.				23. UNIT PRICE	
						24. AMOUNT	
25. Accounting and Appropriation Data 9780130.1884 8202 P8102 2521 8RMT3SPT (APC:VJMP97) 012143 DRAC 80150				26. Total Award Amount (For Govt. Use Only) US 1,352,620.00			
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached				27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached			
28. Contractor is required to sign this document and return _____ copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.				29. Award of Contract: Reference _____ Offer Dated _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:			
30a. Signature of Offeror/Contractor				31a. United States of America (Signature of Contracting Officer) <i>Scott J. Lamond</i>			
30b. Name and Title of Signer (Type or Print)		30c. Date Signed		31b. Name of Contracting Officer (Type or Print) SCOTT J. LAMOND scott.lamond@tma.osd.mil		31c. Date Signed <b>9-22-2008</b>	
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> 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	
32e. Mailing Address of Authorized Government Representative				32f. Telephone Number of Authorized Government Representative			
				32g. E-mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
<input type="checkbox"/> Partial <input type="checkbox"/> Final						37. Check Number	
38. S/R Account Number		39. S/R Voucher Number		40. Paid By			
41a. I certify this account is correct and proper for payment				42a. Received By (Print)			
41b. Signature and Title of Certifying Officer				41c. Date		42b. Received At (Location)	
						42c. Date Rec'd (YY/MM/DD)	
				42d. Total Containers			

**SCHEDULE Continued**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	The federal tax exempt number is 84-1357943 This Purchase Order is subject to the attached terms and conditions. All invoices shall be submitted to: TRICARE Management Activity Attn.: Ms. Brenda Agner, Contracting Officer 16401 East Centretrech Parkway Aurora, CO 80011-9066 Period of Performance: Date of Contract Award for a period of 12 months thereafter. The user point of contact is Mrs. Laura Sells, 3003.676.3894.				
0001	Lead Consultant: Consulting Services in accordance with the attached Statement of Work in support of the T3 and TOP SSEBs.	2080	HR	(b)(4)	(b)(4)
0002	Senior Consultant: Consulting Services in accordance with the attached Statement of Work in support of the T3 and TOP SSEBs.	4620	HR	(b)(4)	(b)(4)
0003	Consultant: Consulting Services in accordance with the attached Statement of Work in support of the T3 and TOP SSEBs.	800	HR	(b)(4)	(b)(4)
0004	Specialist: Consulting Services in accordance with the attached Statement of Work in support of the T3 and TOP SSEBs.	500	HR	(b)(4)	(b)(4)
0005	Per Diem Expenses: In accordance with the attached Statement of Work in support of the T3 and TOP SSEBs. Each as a unit of measure is intended to mean the per diem expenses for one person for one day.	1162	EA	(b)(4)	(b)(4)
0006	Authorized Travel: In accordance with the attached Statement of Work in support of the T3 and TOP SSEBs.	1	LT	(b)(4)	(b)(4)

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16. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment."--

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) "Central Contractor Registration (CCR)."

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the

CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t) (2) (i) of this clause, or fails to perform the agreement at paragraph (t) (2) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

**17. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)**

(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:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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:

\_\_\_\_\_x\_\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government

(Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone

Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(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.

\_\_\_\_\_ (iii) Alternate II (Mar 2004) 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.

\_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)).

(8)

\_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999)

\_\_\_\_\_ (15 U.S.C. 637(d)(4)(F)(i)).

(11) \_\_\_\_\_ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (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.

Program- \_\_\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

Program- \_\_\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

Small \_\_\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Business Set-Aside (May 2004) (15 U.S.C. 657 f).

Rerepresentation \_\_\_\_\_ (15) 52.219-28, Post Award Small Business Program (June 2007) (15 U.S.C. 632(a)(2)).

\_\_\_\_\_ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

Remedies \_\_\_\_\_ (17) 52.222-19, Child Labor--Cooperation with Authorities and (Feb 2008) (E.O. 13126).

\_\_\_\_\_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_\_\_ (19) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

\_\_\_\_\_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

\_\_\_\_\_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_\_\_\_\_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

\_\_\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24) \_\_\_\_\_ x \_\_\_\_\_ (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.

(25) \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(27) \_\_\_\_\_ (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_\_\_\_\_ (28) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

(29) \_\_\_\_\_ (i) 52.225-3, Buy American Act-Free Trade Agreements- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

\_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

seq., \_\_\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et 19 U.S.C. 3301 note).

2008) \_\_\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

or \_\_\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster Emergency Area (Nov 2007) (42 U.S.C. 5150).

Items \_\_\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

1995) \_\_\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_\_ x \_\_\_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_\_\_ x \_\_\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

3332) \_\_\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. \_\_\_\_\_ x \_\_\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40) \_\_\_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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:

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

Contract \_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Act to Contracts for Maintenance, Calibration, or Repair of

Certain Equipment--Requirements (Nov 2007)

(41 U.S.C. 351, et seq.).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract

Act Contracts fro Certain Services--Requirements (Nov 2007)

(41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)  
(31 U.S.C. 5112(p)(1)).

(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 (vii) 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 (May 2004) (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 \$550,000 (\$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 (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) 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)

## 18. Statement of Work

06/16/2008

### T-3 CONSULTANT SERVICES

#### STATEMENT OF WORK

##### C.1. REQUIREMENTS

C.1.1. The contractor shall provide professional and experienced consulting services to support the TRICARE Management Activity (TMA) during the evaluation phase of the Managed Care Support Contract procurements (referred to as T-3), and also the TRICARE Overseas Program (TOP) Contract. This effort shall include supporting TMA in the independent and unencumbered evaluation of proposals relating to the methods, processes and procedures that are consistent with best healthcare industry practices and demonstrate a benefit to the Government. The contractor shall also be available for support during the government's discussions with T-3 and TOP offerors, if discussions occur.

C.1.1.1. The contractor shall consult with the Government during proposal evaluations by advising on each offeror's compliance with the Government's requirements by identifying each offeror's proposed performance standards and processes that are consistent with best industry practices and demonstrate a benefit to the Government, to include the following:

C.1.1.1.1. Assess network adequacy (e.g. assess the proposed approach to develop and maintain a network that complies with all access standards, network sizing, including the number of providers, types of providers, access to specialty providers, and effective method to measure and monitor access standards).

C.1.1.1.2. Assess Host nation provider certification/licensure (e.g. assess the proposed approach for certifying host nation providers in accordance with local country standards).

C.1.1.1.3. Assess referral management (e.g. assess the proposed approach as to the adequacy and effectiveness for meeting the minimum referral requirement for TRICARE Prime enrollees, TRICARE Standard beneficiaries who reside in Prime Service Areas (PSAs), and TRICARE Prime enrollees who reside outside of PSAs, shall be to an Military Treatment Facility (MTF) or civilian network provider).

C.1.1.1.4. Assess the medical management program (e.g. assessing the adequacy of the proposed medical management program, including mental health care and the clinical quality management program, to ensure that each offeror will be using best industry practices in managing and reviewing and authorizing health care services in accordance the requirements).

C.1.1.1.5. Assess quality management/quality improvement program plan (e.g. assess the proposed internal quality management/quality improvement program to ensure that it covers every aspect of the Contractor's operation using best industry practices, both clinically and administratively).

C.1.1.2. The contractor shall also assist in assessing the performance risk to the Government for the proposed best industry practices methods and approaches.

C.1.1.3. The contractor shall provide expert advice to the Source Selection Evaluation Board (SSEB) and the TMA Office of General Counsel (OGC) consistent with best healthcare industry practices during protest documentation activities (if any occur), and possible testimony at a General Accounting Office (GAO) hearing in Washington, D.C.

C.1.1.3.1. After the protest activities (if any occur), the contractor shall be required to participate in a lessons learned meeting which, at the option of the Contracting Officer, may be in person or by teleconference.

C.1.1.4. The contractor's services shall include providing proposed language for documentation purposes when requested by the SSEB Chair, T-3 and TOP Contracting Officer(s) and the OGC.

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## **C.2. DELIVERABLES**

C.2.1. Consulting Services in accordance with the requirements set forth in this Statement of Work.

C.2.2. A total of 8,000 consulting hours, CLIN 0001.

C.2.3. Authorized Travel, CLIN 0002.

## **C.3. SCHEDULE**

C.3.1. The period of performance shall commence with the award of the contract for a period not to exceed 1 calendar year.

C.3.1.1. The TMA POC will provide a minimum of five working days notice in advance of the date consulting services will be required.

## **C.4. GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT**

The Government will furnish to the contractor, while on site in Aurora, CO, all necessary materials (e.g. access to the T-3 and TOP proposals and administrative/office supplies), computer equipment, printer and fax machine.

## **C.5. PERFORMANCE**

C.5.1. The contractor shall perform all work on site in Aurora, CO. The contractor may be required to attend the protest activities in Washington, D.C. The T-3 and TOP Contracting Officer(s) will decide whether the contractor will attend the lessons learned meeting in Aurora or may participate by teleconference.

C.5.2. The TRICARE Management Activity (TMA) Point of Contact (POC) shall be Ms. Laura Sells, 303-676-3894.

C.5.3. Adjustments to work schedules shall be as directed by the TMA POC.

C.5.4. The TMA POC may request replacement of personnel when the performance of a consultant does not meet the requirements of the Statement of Work. Replacements of personnel due to any reason shall be accomplished within a reasonable period that is mutually agreed to by the parties. Replacements shall meet or exceed the standards established by Statement of Work, or by the credentials presented by the consultant being replaced.

C.5.5. In coordination with the T-3 and TOP Contracting Officer(s), consultant(s) shall be available when the SSEB members are working. The plan for conducting an SSEB is to work 8 hours on a daily basis Monday through Saturday in order to stay on schedule with the T-3 and TOP proposal evaluations. It may be necessary to provide services on days Monday through Saturday in which on any single day the work hours exceeded 8 hours. The work week shall be defined as Monday through Saturday in coordination with the T-3 and TOP Contracting Officer(s). The intent of performance is to have consultant(s) provide services during the same hours as the SSEB members' of the T-3 and TOP acquisitions when conducting proposal evaluations. Work hours performed by any single consultant in excess of 8 hours in a single day shall be reimbursed by the government at the established hourly consultant rate of the contract. There shall not be a separate hourly rate for services rendered in excess of 8 hours in any single work day.

C.5.6. The contractor shall provide written documentation with its advice and recommendations providing the basis for its conclusions.

## **C.6. QUALIFICATIONS**

C.6.1 The Contractor Consultant/s shall have a minimum of 3 years current and relevant experience in the required services.

C.6.1.1. The Contract File will require a key personnel resume of the individual(s) who will be providing the advisory support. Each key personnel resume is not to exceed 2 single sided single spaced pages. Each key personnel resume shall clearly communicate and demonstrate the skills, knowledge, and aptitudes of the key personnel providing the advisory support. The employment history contained in the resume(s) shall include at a minimum the most current 3 years of employment.

C.6.2. The Contract File will require a written narrative of relevant experience demonstrating each individual's experience in providing advisory services as it relates to the requirements stated in Section C. The written narrative description shall also address the scope and magnitude of previously performed relevant services. The narrative shall not exceed 10 single sided single spaced pages.

## **C.7. PROCUREMENT INTEGRITY, CONFIDENTIALITY, AND CONFLICT OF INTEREST**

C.7.1. The contractor including any subcontractor shall commit to abide by procurement integrity, confidentiality and the avoidance of conflict of interest requirements of the Government. Although not anticipated, the contractor including any subcontractor will be bound to the requirements of the Privacy of Individuals Identifiable Health Information rule of the administrative simplification provisions of HIPAA if exposed to Protected Health Information (PHI) for individuals. Specifically, the contractor, including any subcontractor, must not have experience with current clients that would cause an actual or apparent conflict of interest.

C.7.2. The contractor and any subcontractors must not be currently employed by the current TMA Managed Care Support Contractors (MCSCs) (i.e. Health Net Federal Services, Inc., Humana Military Healthcare Services, and TriWest Healthcare Alliance Corp.) or one of the additional contractors that currently support the TRICARE Overseas Program (International SOS, Science Applications International Corporation (SAIC), and Apptis, Inc.).

C.7.3. The Contracting Officer is the final authority on whether the contractor's including subcontractor's current business creates a conflict of interest relating to the evaluation of proposals relating to the methods, processes and procedures that are consistent with best healthcare industry practices and demonstrate a benefit to the Government of offerors submitted in response to the T-3 and TOP procurements.

C.7.4. The Government requires the contractor and any subcontractor, not to offer services as a subcontractor or consultant in connection with an offer/proposal on a T-3 Managed Care Support or TOP Contracts for two years after contract award.

C.7.5. Contractor personnel supporting this contract or with access to any information related to this contract shall sign a non-disclosure statement agreeing not to disclose any information designated as procurement or source selection sensitive.

## **C.8. INVOICES**

C.8.1. Invoices shall be submitted monthly for actual accumulated services performed during the prior month.

C.8.2. Under no circumstances shall the Contractor exceed the contracted number of hours, without written contractual modification. The Contractor shall notify the TMA POC, in writing, when the number of hours accrued have reached 80% of the contracted hours.

C.8.3. Payment of consultant services shall be made for actual services performed and at the hourly rate established in the contract.

## **C.9. TRAVEL**

TMA will pay for official travel.

Scheduled Trips: This includes payment for travel to and from Denver, CO at the hire and completion of the project and travel to and from the consultant's home for the week of Aug 24 - Sept 2.

Unscheduled Trips: Trips as required to support TMA in the event of protest will be allowed. The SSA will determine other scheduled breaks as the evaluation schedule permits. These breaks would probably be a 4 day weekend. These are considered to be 'unscheduled trips' at this point and can only be authorized by contract modification.

TMA will not pay for someone flying home on a Friday evening or Sat evening after work and returning on Sunday for personal reasons.

(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 Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(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 and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) 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)