

18 Feb 04

All Potential Offerors:

This solicitation is available for on-line and download.

If you choose to offer on this solicitation, the electronic file for past performance, pricing proposal and supplemental pricing worksheets required for your offer will be emailed to you upon request. Please contact all of the following individuals, via email, for copies of those files:

Acquisitions@nmlc.med.navy.mil (email shall reference CODES 220 or 22H)

The Government prefers requests for this file via email but will honor telefax or written requests. The offeror is ultimately responsible for the accuracy of an email address. Please include your company's complete business name, address, point of contact and telephone number within your email so that you may be contacted if a transmission problem occurs. One email request will be honored per requesting organization.

If you have not received this file within 72 hours of your email request (weekends included), contact one of the individuals listed.

Once this file is sent to you, you must provide a response to the Government's email, within 48 hours (weekends included) via email only stating that you have successfully RECEIVED AND REVIEWED the file and that it is readable and usable. Your lack of an email response or your failure to categorically state, "I/We have received and reviewed the electronic file and it is readable and usable" may preclude your receipt of subsequent copies of amendments to the solicitation. These amendments, if issued, may cause your proposal content to change, may clarify solicitation language and/or may accelerate or delay required submission dates.

Once you have acknowledged receipt of the electronic file, any/all amendments to the solicitation will also be emailed to you.

Changes to email addresses should be sent to the email addresses above. However, do not send offeror's questions regarding the language, Government's intent, or clarification to the email address above. This address is a clearinghouse for sending electronic file only and **will not** respond to offeror's questions. Offeror's questions should be addressed to the individual listed in the on-line solicitation, in Section L, paragraph titled "Technical Questions."

/signed/

220
Contracting Officer

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

2. (X one)

N62645-04-R-0005

a. SEALED BID

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

NAVAL MEDICAL LOGISTICS COMMAND
1681 NELSON STREET
FORT DETRICK, MD 21702-9203

4. ITEMS TO BE PURCHASED (Brief description)

ANESTHESIST SERVICES FOR NAVAL MEDICAL CENTER SAN DIEGO, CA

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

SINGLE AWARD: NMLC intends to award a single indefinite delivery, indefinite quantity personal services contract as a result of this solicitation. Offerors **MUST** propose for prices CLINS 0001, 0002 and 0004.

NOTE: Please see cover letter for further instructions on the requirement for electronic proposal submission.

NOTE: Before submitting a proposal in response to this solicitation, a prospective offeror is encouraged to investigate the potential tax consequences should they elect to perform the resulting contract by using subcontractors in lieu of individuals carries by their payrolls.

Under this RFP the Navy does not dictate whether the individual health care workers provided would be classified by the successful offeror as an "independent contractor" or an "employee" for federal tax purposes. This determination shall be made solely by the offeror. If subsequent to award, the successful offeror's determination is challenged this shall be a matter to be resolved between the offeror and the Internal Revenue Service (IRS). The Navy will not consider favorably any request for equitable adjustments to the contract based upon the successful offeror's receipt of an adverse action by the IRS.

NOTE: The blank space contained in Block 12 of the SF33 should read 120 calendar days.

NAICS FOR THIS ACTION IS 622110, \$29 MILLION.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

CODE 02

b. ADDRESS (Include Zip Code)

1681 NELSON ST
FORT DETRICK, MD 21702-9203

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) 301-619-2061

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD FORM 1707 REVERSE, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

**AFFIX
STAMP
HERE**

SOLICITATION NUMBER	
N62645-04-R-0005	
DATE <i>(YYMMDD)</i>	LOCAL TIME
04/03/22	1500

TO

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 79
2. CONTRACT NO.		3. SOLICITATION NO. N62645-04-R-0005	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 23 Feb 2004	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FORT DETRICK MD 21702-9203 CODE N62645 TEL: FAX:			8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg. 1681 Nelson Street</u> until <u>03:00 PM</u> local time <u>22 Mar 2004</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME CODE 02	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-2061		C. E-MAIL ADDRESS	
11. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES			
X A	SOLICITATION/ CONTRACT FORM		1 - 4	X I	CONTRACT CLAUSES	
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS		5 - 14	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS./ WORK STATEMENT		15 - 20	X J	LIST OF ATTACHMENTS	
	D PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE		21 - 22	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE		23 - 25			
X G	CONTRACT ADMINISTRATION DATA		26 - 28	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X H	SPECIAL CONTRACT REQUIREMENTS		29 - 32	X M	EVALUATION FACTORS FOR AWARD	
OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	18. OFFER DATE
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

Section A - Solicitation/Contract Form

SECTION B

B.1. The Contractor shall furnish qualified healthcare workers (HCWs) in accordance with Section C (The Statement of Work), Section H (Personnel Qualifications), individual Task Orders for these services, and all other terms and conditions set forth herein. The Government's requirements for contracted healthcare personnel in the labor categories contained herein shall be filled in response to Task Orders issued by the Government. The Government reserves the right to fill requirements via active duty military or civilian (GS) personnel if it is in the best interest of the Government.

The Contractor shall be a medical group, preferred provider organization or other existing medical service entity (for example, an association of anesthesiologists that is hospital based and whose members are employees of that hospital) that has the experience and capacity for the requirements contained in Contract Line Item Numbers (CLINs) 0001 through 0002 and 0004.

B.2. This solicitation is intended to result in a single indefinite-delivery / indefinite-quantity (IDIQ) contract award, as identified under FAR 16.504. Task Orders will be priced on a firm fixed price basis.

B.3. The following activity is the sole authority to issue Task Orders:

Naval Medical Logistics Command
Code 02
1681 Nelson Street
Fort Detrick MD 21702-9203

The Government reserves the right to add other ordering activities during the term of this contract. If other ordering activities are added, these actions will be contained in modifications issued by the Contracting Officer.

B.4. The Contracting Officer will place Task Orders using a signed DD Form 1155. Task Orders will be executed in writing by the Contracting Officer and transmitted either via mail, facsimile, or electronically via e-mail. If the order is transmitted via e-mail, the Contractor shall acknowledge receipt.

a. Performance of services will be at any Naval Medical Center San Diego, CA military medical treatment facility or their branch medical clinics (BMCs). All these facilities are considered within the scope of this contract.

b. The Government retains the right to additionally specify requirements in individual Task Orders as they relate to differences between specific positions, or among specific service locations. Such requirements may include, but are not limited to work hour adjustments, credentialing requirements, holiday service, general/administrative duties, continuing education and training. In these cases, the specific requirement will be referenced and addressed in the Task Order Proposal Request (TOPR).

B.5. Each Task Order will contain, at a minimum, the following information:

- a. The date of order;
- b. The contract number and order number;
- c. A description of services including Labor category, Specific duties, Position qualifications, Place of performance, Hours of operation, and Quantity required;
- d. The unit price;
- e. The period of performance;
- f. Accounting and appropriation data;
- g. The payment office address;
- h. Any other pertinent data;
- i. Invoicing and Acceptance instructions; and
- j. The name of the Contracting Officer's Representative (COR).

B.6. Each Task Order will specify the time, place and, method of performance. Services for CLINs 0001 and 0002 will be provided at the Naval Medical Center San Diego, CA 34800 Bob Wilson Drive San Diego CA, 92134-5000.

B.7. Base Period and Maximum Requirements. Contract base period (CLINs 0001AA and 0002AA) and maximum requirements (CLIN 0001AB, 0001AC, 0001AD, 0002AB, 0002AC, 0002AD, 0004AA, 0004AB, 0004AC, 0004AD) are identified in Section B.11. The Government intends to make a single award from this solicitation. Initial Task Orders for the base period for CLINs 0001AA and 0002AA will be awarded concurrently at the time of contract award and will contain, in the aggregate, all services identified as the Government's requirements for the base period of performance, 1 Jul 04 through 30 Sep 04.

HCW POSITIONS

Minimum Requirements:

Certified Registered Nurse Anesthetist
Anesthesiologist

Optional Requirements (in alphabetical order):

Pain Management Physician

The procedures for the preparation of the initial Task Orders for the base period and the evaluation procedures to be employed for award of these initial Task Orders for the base period are contained in Section L of this solicitation. The Statement of Work for these initial Task Order for the base period are contained in Attachments 001 and 002 and Attachment 007 is for the optional CLIN 0004. Instructions and procedures for subsequent Task Order preparation and award are contained in Section H of this contract.

B.8. The ordering period for this contract is defined in FAR 52.216-18 (Ordering; Oct 1995). This clause is included in full text in Section I of this contract.

B.9. The period of performance of any one Task Order shall be twelve consecutive calendar (12) months or less in duration.

B.10. The schedule of services the Government intends to acquire from contract awardees is provided below. CLINs may contain SLINs that provide the total quantity of hours required for that CLIN. The unit price for each CLIN is to be proposed in dollars per hour.

CLIN 0003 retains the Government's right to make incentive awards to the Contractor and may be used more than once throughout the duration of the contract.

CLIN 0004 (the Maximum Requirements) may be used more than once throughout the duration of the contract. The Government's process for requiring services using CLIN 0004 is contained in Section H, paragraph 6, "ISSUING SUBSEQUENT TASK ORDERS". The Contractor shall follow this process for all services required for these Maximum Requirements.

Units of issue shall be stated in "hours" on each individual Task Order. Unit prices shall be stated in "dollars per hour" on each individual Task Order.

NOTE: The Statement of Work for the initial Task Order for the base period (CLINs 0001 and 0002 contained in Attachments 001 and 002) and optional requirement (CLIN 0004 contained in Attachment 007) requires scheduled services only. The Contractor shall provide a composite price for all the variables of those services (start time, shift duration, complexity of cases, etc) that blends the Government's requirements into a single hourly price. The Contractor will be paid at that composite price. The Government's purpose is to ease the administrative burden on both the Contractor and the Government as the exact case mix cannot be accurately predicted in advance.

Offerors shall use the electronic Microsoft Excel (tm) spreadsheets and Microsoft Word (tm) documents for the submission of their proposals specified in Section L. The Government will not accept this information in any other format. Offerors are directed to Section L.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Anesthesiologist Services FFP The Contractor shall provide Anesthesiology Services for those locations specified in Section B.6. in accordance with Section C, Section H, and Individual Task Orders.	UNDEFINED			

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	Anesthesiologist FFP Base Period - 1 July 04 through 30 September 04 Minimum Quantity 1875 - Maximum Quantity 1875 MILSTRIP: N0025904RCD0128	1,875	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB OPTION	Anesthesiologist FFP Option Period I - 1 October 04 through 30 September 05 Minimum Quantity - 7,500 - Maximum Quantity 8,700	8,700	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC OPTION	Anesthesiologist FFP Option Period II - 1 October 05 through 30 September 06 Minimum Quantity - 7,500 - Maximum Quantity 8,700	8,700	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD OPTION	Anesthesiologist FFP Option Period III - 1 October 06 through 30 September 07 Minimum Quantity - 7,500 -Maximum Quantity 8,700	8,700	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Certified Registered Nurse Anesthetist FFP The Contractor shall provide Certified Registered Nurse Anesthetist Services for those locations specified in Section B.6. in accordance with Section C, Section H, and Individual Task Orders.	UNDEFINED			

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA	Certified Registered Nurse Anesthetist FFP Base Period - 1 July 04 through 30 September 04 Minimum Quantity 1,560 - Maximum Quantity 1,560 MILSTRIP: N0025904RCD0128	1,560	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB OPTION	Certified Registered Nurse Anesthetist FFP Option Period I - 1 October 04 through 30 September 05 Minimum Quantity - 6,240 - Maximum Quantity 16,704	16,704	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC OPTION	Certified Registered Nurse Anesthetist FFP Option Period II - 1 October 05 through 30 September 06 Minimum Quantity - 6,240 - Maximum Quantity 16,704	16,704	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AD OPTION	Certified Registered Nurse Anesthetist FFP Option Period III - 1 October 06 through 30 September 07 Minimum Quantity - 6,240 - Maximum Quantity 16,704	16,704	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED			

OPTIONAL CLIN - Incentive Awards
FFP

The Government reserves the right to make incentive awards to the Contractor. These awards will be site or position specific based upon the Government's best business practice plan to maximize the mission of the command and/or reward exemplary individual work. There are no incentive plans for the base period requirements are contained in individual Task Order for positions within CLINs 0001 and 0002 (Attachment 001 and 002). Incentive plans for the option periods of CLINS 0001 through 0002 and the maximum requirements (CLIN 0004) will be contained in subsequent individual Task Orders (Offerors are directed to Section H).

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA			Lot		

Incentive Awards
FFP
Base Period - 1 July 04 through 30 September 04
MILSTRIP: N0025904RCD0128

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB OPTION	Incentive Awards FFP Option Period I - 1 October 04 through 30 September 05	15	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC OPTION	Incentive Awards FFP Option Period II - 1 October 05 through 30 September 06	15	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AD OPTION	Incentive Awards FFP Option Period III - 1 October 06 through 30 September 07	15	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Pain Management Physician FFP OPTIONAL CLIN The Contractor shall provide Pain Management Physician Services for those locations specified in Section B.6. in accordance with Section C, Section H, and Individual Task Orders.	UNDEFINED			
					MAX NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA	Pain Management Physician FFP OPTIONAL CLIN - Base Period - 1 July 04 through 30 September 04 Minimum Quantity 8 - Maximum Quantity 522 MILSTRIP: N0025904RCD0128	522	Hours		
					MAX NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB OPTION	Pain Management Physician FFP OPTIONAL CLIN - Option Period I - 1 October 04 through 30 September 05 Minimum Quantity 8 - Maximum 4,176	4,176	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC OPTION	Pain Management Physician FFP OPTIONAL CLIN - Option Period II - 1 October 05 through 30 September 06 Minimum Quantity 8 - Maximum Quantity 4,176	4,176	Hours		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AD OPTION	Pain Management Physician FFP Optional CLIN - Option Period III - 1 October 06 through 30 September 07 Minimum Quantity 8 - Maximum Quantity 4,176	4,176	Hours		

MAX
NET AMT

FOB: Destination

Section C - Descriptions and Specifications

SECTION C

NOTE 1: The use of "Commander" throughout this Section C means: Commander, Naval Medical Center San Diego, CA or designated representative (e.g., Contracting Officer's Representative (COR), Department Head).

NOTE 2: The term "healthcare worker(s)" refers to the individual(s) providing services under this contract.

1. **STATEMENT OF WORK.** For the base period of performance, the Contractor shall provide (a) services of anesthesia services to include, but not limited to, medical care and consultation while physically present at the Naval Medical Center, San Diego CA, and (b) services in support of residency training programs (e.g., delivering lectures, teaching, observing/mentoring residents, etc.) for the Naval Medical Center, San Diego CA. The Government also anticipates the need for additional pain management physician and certified registered nurse anesthetist specialists during the term of the contract. The Contractor shall comply with the requirements herein in the response to these requests.

2. SUITS ARISING OUT OF MEDICAL MALPRACTICE.

2.1. Suits arising out of Medical Malpractice. The healthcare worker(s) is (are) serving at the military treatment facility under a personal services contract entered into under the authority of § 1091 of Title 10, United States Code. Accordingly, § 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the healthcare worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. The healthcare worker is therefore not required to maintain medical malpractice liability insurance.

2.2. Healthcare workers providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual healthcare worker receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

3. SCHEDULES, ABSENCES, AND LEAVE PROVISIONS.

3.1. Scheduled duty hours for the base period Task Orders (CLINs 0001, 0002, and 0004) are contained in Attachments 001, 002, and 007.

3.2. There are no on-call coverage duty hours for the base period Task Order (CLINs 0001,0002, and 0004).

3.3. Reserved.

3.4. Healthcare workers providing care under this contract will be under the supervision of the Chair, Anesthesia Division or designee.

3.5. Healthcare workers will not accrue paid vacation or sick leave.

3.6. All costs associated with professional training (CMEs, seminars, etc.) shall be borne by the Contractor. Any changes in the schedule, including time off for attendance at professional training, shall be coordinated between the healthcare worker and the Government with prior notification to the Department Head or his/her authorized representative.

3.7. For unusual and compelling circumstances (e.g., weather emergencies) in which the Commander either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commander is authorized to grant administrative leave to the healthcare worker. At the discretion of the Government, this administrative leave may be compensated leave.

3.8. Furlough. Unless otherwise authorized by a defense appropriations bill, the Government will neither require services nor reimburse Contractors for services provided during a Government furlough. In the event of a

Government furlough, the Commander will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the Contracting Officer's Representative that they have become critical employees.

3.9. A healthcare worker with a bona fide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The Contractor will reimburse the Government for all medical services provided unless the healthcare worker is otherwise entitled to Government medical services.

4. FAILURE AND/OR INABILITY TO PERFORM

4.1. Should a healthcare worker be unable to perform duties due to medical or physical disability for more than 13 consecutive days, that individual's performance may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance is so suspended, no reimbursement shall be made to the Contractor for the affected healthcare worker so long as performance is suspended.

4.2. If clinical privileges of a healthcare worker have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance may be suspended until clinical privileges are reinstated. No reimbursement shall be made to the Contractor for the affected healthcare worker so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct will be reported to the appropriate licensing authorities of the state in which the license is held.

4.3. Any healthcare worker(s) demonstrating impaired judgment will be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol. Any healthcare worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

4.4. This contract is voidable at the option of the Government if the Contractor fails to provide the physical certifications as outlined in herein and/or if the healthcare worker fails to secure clinical privileges as outlined in herein.

5. GENERAL PROVISIONS FOR HEALTHCARE WORKERS.

5.1. Healthcare workers shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) other government regulations implementing this Executive Order.

5.2. Healthcare workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by healthcare workers shall be registered with the base security service according to applicable directives. Eating by healthcare workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinical facilities.

5.3. Healthcare workers are NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Healthcare workers shall make no use of Government facilities or property in connection with such other employment.

5.4. While on duty, healthcare workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the healthcare worker when they are not on duty, or from a partner or group associated in practice with the Contractor, except with the express

prospective written consent of the Commander. The Contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

5.5. Healthcare workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Healthcare workers shall display an identification badge, which includes the healthcare worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

5.6. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a healthcare worker has been engaged in use, possession, or trafficking of drugs, the healthcare worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a healthcare worker, the healthcare worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the healthcare worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

5.7. All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the Contractor during the performance of this contract are considered the property of the United States Government and are further considered to be confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the Contractor without prior written consent of the COR. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies or patient encounters covered by this contract, will be subject to review and approval by the COR before publication or dissemination.

5.8. Reserved

6. PERSONAL HEALTH REQUIREMENTS.

6.1. All healthcare workers shall obtain, at Contractor expense, a statement from the healthcare worker's physician or a report of a physical examination within 60 days prior to start of services indicating that the healthcare worker is free from mental or physical impairments which would restrict the healthcare worker from providing the services described in the task order. Healthcare workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

(Name of healthcare worker) is suffering from no physical disability which would restrict him/her from providing services as a (specialty).

(Name of healthcare worker) is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty). (Name of healthcare worker) has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease.

(Name of healthcare worker) is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

- 3a. Received at least 3 doses of recombinant hepatitis B vaccine currently licensed in the United States, or,
- 3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,
- 3c. Provided documentation of the healthcare worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declinations can be based on religious convictions or medical contraindication only), or,
- 3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

(Name of healthcare worker) is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (circle 1): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR. The healthcare worker shall also provide evidence of varicella immune status or a statement of history of chicken pox. For individuals who do not show a positive antibody titer after immunization and appear to have a "non-immune" status, that employee must report varicella exposure to the COR and, in accordance with Centers for Disease Control recommendations, may need to be removed from patient care duties on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, personnel under this contract who accrue leave will be considered to be in a leave status; all other personnel must be replaced during this period to ensure maintenance and contractually required coverage.

The healthcare worker must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis.

(signed)
Examining Physician

Examining Physician Information:

Name:

Address:

Telephone: Date: _____

6.2. Except as provided herein, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the Contractor at no additional expense to the Government.

6.3. Further, healthcare workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commander may deem necessary for preventive medicine, performance improvement, or privileging purposes. The Government will provide these examinations. If the Contractor chooses, a private physician or dentist may provide these examinations, but at no expense to the Government.

6.4. The healthcare worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. The Government will provide this vaccine. Although the Government will provide this vaccine, it may be obtained at other facilities with the cost being borne by the healthcare worker. Unless vaccinated by the Government, the healthcare worker shall be required to show proof of the vaccination. If, the healthcare worker chooses to be immunized by the Government they shall be required to sign a waiver in accordance with MTF rules and regulations. If the healthcare worker declines the immunization, they must provide

documentation of the waiver that declines the influenza vaccine (declinations can be based on religious convictions or medical contraindication only).

6.5. The management of HIV positive healthcare workers shall be consistent with current Center for Disease Control Guidelines (CDC) guidelines and Section 503 of Rehabilitation Act (29 U.S.C. § 793) and its implementing regulations (41 CFR Part 60-741).

7. CREDENTIALING REQUIREMENTS.

7.1. FOR HEALTHCARE WORKERS REQUIRING DELINEATED CLINICAL PRIVILEGES.

7.1.1. The healthcare worker shall submit to the Professional Affairs Department, via the COR, a completed Individual Credentials File (ICF). The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66D of Feb 01 (or latest revision) and subsequent revisions. ICFs for health care practitioners who do not currently have an ICF on file at the facility shall be submitted at least 30 days prior to commencement of services. For those health care providers who currently have an ICF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

7.1.2. Upon receipt of a complete ICF, the COR will forward it to the Professional Affairs Department for approval and credentialing of the individual health care provider. The Professional Affairs Department will ensure the ICF is complete in accordance with BUMEDINST 6320.66D (or latest revision). The healthcare worker shall not be assigned to work at the MTF until the ICF has been approved.

7.2. FOR HEALTHCARE WORKERS REQUIRING PROFESSIONAL APPOINTMENT.

7.2.1. The healthcare worker shall submit to the Professional Affairs Department, via the COR, a completed Individual Professional File (IPF). The IPF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66D of Feb 01 (or latest revision) and subsequent revisions. IPFs for health care practitioners who do not currently have an IPF on file at the facility shall be submitted at least 30 days prior to commencement of services. For those health care providers who currently have an IPF on file, an updated file, with notation that a complete up-to-date IPF is on file, shall be submitted no less than 15 days prior to commencement of services.

7.2.2. Upon receipt of a complete IPF, the COR will forward it to the Professional Affairs Department for approval of the individual health care provider. The Professional Affairs Department will ensure the IPF is complete in accordance with BUMEDINST 6320.66D (or latest revision). The healthcare worker shall not be assigned to work at the MTF until the IPF has been approved.

7.3. BUMEDINST 6320.66D is available at <http://navymedicine.med.navy.mil/instructions/external/6320-66d.pdf>

8. ORIENTATION.

8.1. Each healthcare worker providing services under this contract shall undergo an orientation at a mutually agreeable time during the first 30-day period immediately following the commencement of service by the healthcare worker(s). Orientation may be waived for personnel who have previously provided services at NAVMEDCEN San Diego, CA. This Government provided orientation is estimated at a minimum of four (4) hours, and up to a maximum of 40 hours

9. CRIME CONTROL ACT OF 1990 REQUIREMENT.

9.1. Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by § 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

9.2. The Government will conduct criminal background checks on all Contractor employees providing child care services under this contract based on fingerprints of Contractor employees obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

9.3. Within 30 days after contract award, the Contractor and all Contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the Contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

9.4. With written recommendation from the Commander and the approval one level above the Contracting Officer, a Contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

9.5. Contractor employees shall have the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report.

Section E - Inspection and Acceptance

SECTION E

INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, the Contract Officer's Representative(s), will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, the names of the Contracting Officer's Representative(s) will be assigned in each Individual Task Order issued.

(c) Inspection and acceptance will be performed at the locations listed in the position specific Statements of Work provided as attachments to this solicitation, or in subsequent task orders.

(d) All minimum CLINs (0001 through 0002) will be inspected and accepted at the government locations as set forth in Section B by the Government. If, CLIN 0004 is exercised will be inspected and accepted at the government locations as set forth in Section B by the Government.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

Section F - Deliveries or Performance

SECTION F

PERIOD OF PERFORMANCE

Performance under the Initial Task Order is anticipated from 1 Jul 04 through 30 Sep 04 and will be specified at time of a award in the Task Order. The period of performance will be specified in each subsequent Task Order.

PLACE OF PERFORMANCE

The specific location of services to be furnished will be identified in each Task Order. For the initial Task Orders, the place of performance will be at Naval Medical Center San Diego, CA.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2004 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0001AA	POP 01-JUL-2004 TO 30-SEP-2004	N/A	NAVAL MEDICAL CENTER SAN DIEGO ZANNA STINSON RECEIVING LOADING DOCK 1 34800 BOB WILSON DRIVE SAN DIEGO CA 92134-5000 619-532-5355 FOB: Destination	N00259
0001AB	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0001AC	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0001AD	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0002	POP 01-JUL-2004 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0002AA	POP 01-JUL-2004 TO 30-SEP-2004	N/A	NAVAL MEDICAL CENTER SAN DIEGO ZANNA STINSON RECEIVING LOADING DOCK 1 34800 BOB WILSON DRIVE SAN DIEGO CA 92134-5000 619-532-5355 FOB: Destination	N00259

0002AB POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0002AC POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0002AD POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0003 POP 01-JUL-2004 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0003AA POP 01-JUL-2004 TO 30-SEP-2004	N/A	NAVAL MEDICAL CENTER SAN DIEGO ZANNA STINSON RECEIVING LOADING DOCK 1 34800 BOB WILSON DRIVE SAN DIEGO CA 92134-5000 619-532-5355 FOB: Destination	N00259
0003AB POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0003AC POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0003AD POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0004 POP 01-JUL-2004 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0004AA POP 01-JUL-2004 TO 30-SEP-2004	N/A	NAVAL MEDICAL CENTER SAN DIEGO ZANNA STINSON RECEIVING LOADING DOCK 1 34800 BOB WILSON DRIVE SAN DIEGO CA 92134-5000 619-532-5355 FOB: Destination	N00259
0004AB POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0004AC POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259
0004AD POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00259

CLAUSES INCORPORATED BY REFERENCE

52.242-15
52.242-17

Stop-Work Order
Government Delay Of Work

AUG 1989
APR 1984

Section G - Contract Administration Data

SECTION G

CONTRACT ADMINISTRATION APPOINTMENT AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses, e-mail addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data
- b. Freedom of Information inquires
- c. Change/question/information regarding the scope,
- d. There will be a post award conference.

e. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

f. The name and address of the Contract Specialist who is the point of contact prior to and after award is:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: Code 220
1681 NELSON STREET
FORT DETRICK, MD 21702-9203
(301) 619-2151 [No collect calls]

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42-302 and DFARS 242-302 except in those areas otherwise designated herein.

- a. The Procuring Contracting Officer will maintain contract administration.
- b. Paying Office will be included in each Task Order. Invoicing instructions and payment for services will be included in all Task Orders.

c. CONTRACTING OFFICER REPRESENTATIVE (COR) is responsible for:

- (1) Liaison with personnel at the Government installation and the contractor personnel on site;
- (2) Technical advice/recommendations/clarification on the SOW;
- (3) The SOW for delivery/task orders place under this contract;
- (4) An independent government estimate of the effort described in the definitized SOW;
- (5) Quality assurance of services performed and acceptance of the services or deliverables;

- (6) Government Furnished Property (GFP);
- (7) Security requirements on Government installation;
- (8) The contract will be administered in accordance with the Contract Administration Plan (CAP) Attachment AC.
- (9) Providing the PCO or his designated ordering officer with appropriate funds for issuance of the delivery/task order; and or;
- (10) Certification of invoice for payment;

NOTE: When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction, until the contracting officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE SOW IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR will be appointed after contract award.

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR:

Alternate COR(s) may be appointed after contract award.

3. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or;
- f. Monitoring of total cost of delivery/task orders issued.

The following limitation/restrictions are placed on the ordering officer:

- a. No other shall be placed in excess of 100,000 hours without the prior approval of the PCO.
- b. No order shall be placed with delivery requirements in excess of 100,000 hours.

Ordering Officer(s) may be appointed after contract award.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://rmb.ogden.disa.mil>. Vendor training is available on the internet at <http://wawftraining.com>.

A separate invoice will be prepared for every two weeks. Do not combine the payment claims for services provided under this contract.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding NMC San Diego is provided for completion of the invoice in WAWF:

Issuing Office DODAAC: N62645
Admin DODAAC: N62645
Acceptor DODAAC: N00259
LPO DODAAC: N00259
Pay DODAAC: N68688

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section H - Special Contract Requirements

SECTION H

1. **PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS.** None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

2. **RESTRICTION ON THE USE OF GOVERNMENT-AFFILIATED PERSONNEL.** Without the written approval of the Contracting Officer, the Contractor shall not use, in the performance of this contract, any U.S. Government employees or persons currently providing services on other Department of Defense contracts.

3. **RESERVED**

4. **LIABILITY INSURANCE.** Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

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

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

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

5. **SUBSTITUTION OF PERSONNEL**

5.1. The Contractor agrees to initiate performance of this contract using only the healthcare worker(s) whose professional qualifications have been determined technically acceptable by the Government.

5.2. During contract performance, personnel substitutions shall be made by the Contractor in accordance with a procedure specified by the Commander and approved by the Contracting Officer. All substitution requests will be processed in accordance with this clause.

5.3. No personnel substitutions shall be permitted during the first 60 days of contract performance, unless they are necessitated by a healthcare worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, the Contractor shall promptly notify the Contracting Officer and provide the information required in paragraph (d) below. After the initial 60-day period, all substitution requests shall be submitted, in writing at least 30 days prior to the planned change of personnel. All such requests must provide the information required by the paragraph directly below.

5.4. The Contractor shall demonstrate that the substitute healthcare worker(s) possess professional qualifications that are equal to or higher than the qualifications in Section C and the applicable Appendix for that labor category.

The Contracting Officer's Representative (COR) will evaluate such requests. The Contracting Officer will promptly notify the Contractor of the approval or disapproval thereof.

6. ISSUING SUBSEQUENT TASK ORDERS. The Government may issue Task Order Proposal Requests (TOPRs) for labor categories contained in the CLINs 0004 (the Maximum Requirements). This CLIN may be used more than once throughout the duration of the contract. The following shall apply:

6.1. TOPRs will contain the information shown in Section B and will further require the Contractor to propose an achievable date wherein the services can be provided. This date shall be the Contractor's estimate of the time it will take to identify the required assets and present a completed Credentialing/Professional package to the COR. Unless otherwise specified within the TOPR, a 15-day deadline for this response is required, then

6.2. The Government will review the Contractor's response and determine if that response meets the Government's requirements. If the requirement cannot be met via the Contractor's response, the Government will notify the Contractor not to proceed with any further action under the TOPR and will cancel the TOPR. If the requirement can be met via the Contractor's response, the Government will notify the Contractor to continue with their cost, technical, etc. proposal (as outlined in the TOPR). The Government will then negotiate a response date for receipt of completed cost and technical packages from the Contractor.

7. INTERVIEWS. The Government reserves the right to interview healthcare workers prior to the award of a TOPR. If interviews are required, the Contracting Officer will either state within or amend the Task Order Proposal Request prior to any interview.

7.1. The Contractor is prohibited from responding to a request for an interview unless all of the following are present:

- a. The Task Order Proposal Request contains the interview requirement, and
- b. The Task Order Proposal Request lists the questions to be asked and the evaluation factors to be used during those interviews, and
- c. All requirements for interviews have been coordinated and scheduled by the Contracting Officer or his/her designee.

7.2. The Government further reserves the right to conduct interviews by telephone, video teleconference or, in person.

8. REQUIREMENTS FOR ALL HEALTHCARE WORKERS. All healthcare workers shall:

8.1. Read, write, speak, and understand the English language fluently to maintain good communication skills with patients and other healthcare personnel.

8.2. Be physically capable of (a) standing and/or sitting for extended periods of time and (b) normal ambulation.

8.3. Be eligible for U.S. employment. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

8.4. Represent an acceptable malpractice risk to the Government.

8.5. Perform a full range of services for both inpatients and outpatients in support of the MTF using government furnished supplies, facilities and equipment within the assigned unit of the Medical Treatment Facility (MTF). The healthcare worker's productivity is expected to be comparable with that of other individuals performing similar services.

- 8.6. Promote preventive and health maintenance care and positive health behaviors through education and counseling.
- 8.7. Demonstrate awareness of legal issues in all aspects of patient care and unit function and strive to manage situations in a reduced risk manner.
- 8.8. Demonstrate appropriate delegation of tasks and duties in the direction and coordination of health care team members, patient care, and clinic activities.
- 8.9. Provide and participate in, in-service training to hospital staff members at interdepartmental conferences, tumor boards, etc. Provide educational and CME lectures for residents and staff on a regular basis (frequency of lectures to be determined by the department chairman), and mentor and teach residents, fellows, colleagues, medical students and interns.
- 8.10. Maintain an awareness of responsibility and accountability for own professional practice; participate in continuing education to meet own professional growth.
- 8.11. Attend annual renewal of hospital provided annual training such as family advocacy, disaster training, infection control, sexual harassment, and blood-borne pathogens.
- 8.12. Participate in monthly meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of the healthcare worker's regular working hours, the healthcare worker shall be required to read and initial the minutes of the meeting.
- 8.13. Participate in the implementation of the Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation, and reporting.
- 8.14. Perform administrative duties which include maintaining statistical records of the healthcare worker's workload, operate and manipulate automated systems such as Composite Health Care System (CHCS), and participate in clinical staff quality assurance functions and Process Action Teams, as prescribed by the MTF Commander or designee.
- 8.15. The healthcare worker may be assigned to assist in directing the thorough instruction of residents and/or students in a specialty area in accordance with the ACGME and appropriate certifying board and/or subspecialty board guidelines. This would include assuring the up-to-date practice of that specialty within the department, adherence to applicable professional practice standards and the development of appropriate protocols.
- 8.16. Participate in peer review and performance improvement activities.
- 8.17. Support the development of academic and research activities within the department including mentoring residents in research projects.
- 8.18. Perform technical duties including, but not limited to, aiding in the evaluation and procurement of equipment and software.
- 8.19. Comply with command infection control guidelines; practice universal precautions.
- 8.20. Serve as a patient advocate, maintain each patient's right to confidentiality, and provide effective patient education.
- 8.21. Contribute to the health care system and support the clinical environment resulting striving to provide quality services and positive patient outcomes.

- 8.22. Demonstrate awareness and sensitivity to patient/significant others' rights, as identified within the institution.
- 8.23. Demonstrate effective and professional communication methods, and skills, using lines of authority appropriately.
- 8.24. Participate in unit and Command Improvement activities. Assist with the development of programs that comply with all regulatory agencies and JCAHO requirements with a focus on CI, professional practice, and patient care/teaching.
- 8.25. Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all governmental authorities.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
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
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003

52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Jun 2003) - Alternate I	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

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 the date of contract award through a date to be determined, but not exceeding 39 months beginning with the initial start of contract services, or until all maximum quantities have been ordered, whichever occurs first.

(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. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**; the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of **4,176 hours**;
 - (2) Any order for a combination of items in excess of **the maximum total requirement for this contract**; or
 - (3) A series of orders from the same ordering office within **14** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (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) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

- (a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and
- (b) any other transportation expenses if provided for in the Schedule.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to 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)

Section J - List of Documents, Exhibits and Other Attachments

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Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT DESCRIPTION

001	Statement of Work for Anesthesiologists
002	Statement of Work for Certified Registered Nurse Anesthetist
003	Resume/Curriculum Vitae Minimum Content
004	List of Acceptable Documents that Establish Identity and Employment Eligibility
005	Supplemental Pricing Worksheet Sample
006	Contract Administrative Plan (CAP)
007	Statement of Work for Pain Management Physician

ATTACHMENT 1

Attachment 001
Anesthesiologist

1. **LABOR CATEGORY.** The contractor shall provide ANESTHESIOLOGIST Services for the Naval Medical Center, San Diego.

2. **SCOPE AND PLACE OF PERFORMANCE.** The healthcare worker provides complete Anesthesiologist services at the Naval Medical Center (NMCSD) San Diego, California. Scope of duties includes direct patient services, consultation, and participation in Graduate Medical education programs. The healthcare worker also contributes to the environment of care through maintenance of a safe and supportive environment for patients, staff, and other individuals served by or providing services within the organization. The healthcare worker will follow all standard operating procedures and will participate in educational and quality improvement programs within their assigned clinical area.

3. **DUTY HOURS.** The Contractor shall provide anesthesiologist services Monday through Friday each week. No night, weekend, holiday service or call is required. Morning conference dependent, service begins at 0630. Healthcare workers shall remain on duty until completion of the surgical schedule in their assigned operating room.

Services average 600-625 hours per calendar month. The Government provides this information as the Government's best current estimate of the requirement for these services; however services may vary as a result of patient demand. The Government schedules cases 2 days (approximately 48 hours) in advance. The Contractor shall provide a schedule of qualified anesthesiologists to meet the needs of these schedules upon presentation by the Government.

4.0. The Contractor shall provide not more than 9 credentialed individuals to satisfy this requirement.

5. **DUTIES AND RESPONSIBILITIES.** The health care workers shall perform full range of Anesthesiologist duties, within the scope of this statement of work, on site using government furnished supplies, facilities and equipment within the assigned unit of the hospital. Health care workers shall perform in accordance with established principles, practices and ethics of their profession and the written policies, procedures and requirements of the Naval Medical Center San Diego. Healthcare workers shall apply their knowledge and competency to the specific patient population served. The standards of performance for all health care workers shall reflect the degree of care, skill, and learning expected of a reasonably prudent health care worker in the professional category to which he or she belongs. The health care worker shall:

Provide preoperative assessment, intra-operative and postoperative management of surgical patients or patients requiring procedures outside the operating room, e.g. MRI, CT, Invasive Radiology.

Advocate for the patient in the operating room.

Evaluate the patient's medical history, recent medications, and medical condition.

Inform the patient about the procedures associated with their surgery; discuss the anesthetic choices, their risks and benefits,

Order laboratory tests and prescribe medication as appropriate.

Attend the monthly Anesthesia Department meetings.

6. **SPECIFIC MINIMUM PERSONNEL QUALIFICATIONS FOR ANESTHESIOLOGISTS.** In addition to those Minimum Personnel requirements provided in Section H of the basic contract, the health care worker must also:

- 6.1. Possess a Doctorate Degree in Medicine from an accredited college approved by the Liaison Committee on Medical Education and Hospitals of the American Medical Association, a Doctorate Degree in Osteopathy from a college accredited by the American Osteopathic Association, or permanent certification by the Educational Commission for Foreign Medical Graduates (ECFMG), and
- 6.2. Have successfully completed a residency program in Anesthesiology accredited by the Accreditation Council for Graduate Medical Education (ACGME), and
- 6.3. Have successfully completed their written and oral boards that will lead to certification by either the American Board of Anesthesiology or the American Osteopathic Board of Anesthesiology, and
- 6.4. Posses and maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardiopulmonary Resuscitation) for the Professional Rescuer; or equivalent, and
- 6.5. Possess and maintain current certification in Advanced Cardiac Life Support (ACLS), and
- 6.6. Possess a current Drug Enforcement Agency certification (DEA number), and
- 6.7. Have a current, unrestricted license to practice medicine in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands, and

ATTACHMENT 2

Attachment 002

Certified Registered Nurse Anesthetist

1. LABOR CATEGORY. The contractor shall provide CERTIFIED REGISTERED NURSE ANESTHETIST Services for the Naval Medical Center, San Diego.

2. SCOPE AND PLACE OF PERFORMANCE. The healthcare worker provides complete Certified Registered Nurse Anesthetist services at the Naval Medical Center (NMCSO) San Diego, California. Scope of duties includes direct patient services, consultation, and participation in Graduate Medical education programs. The healthcare worker also contributes to the environment of care through maintenance of a safe and supportive environment for patients, staff, and other individuals served by or providing services within the organization. The healthcare worker will follow all standard operating procedures and will participate in educational and quality improvement programs within their assigned clinical area.

3. DUTY HOURS. The Contractor shall provide anesthesiologist services Monday through Friday each week. No night, weekend, holiday service or call is required. Morning conference dependent, service begins at 0630. Healthcare workers shall remain on duty until completion of the surgical schedule in their assigned operating room.

Services average 40 compensated hours per calendar week. The Government provides this information as the Government's best current estimate of the requirement for these services; however services may vary as a result of patient demand. The Government schedules cases 2 days (approximately 48 hours) in advance. The Contractor shall provide a schedule of qualified anesthesiologists to meet the needs of these schedules upon presentation by the Government.

4.0. The Contractor shall provide not more than 6 credentialed individuals to satisfy this requirement.

5. DUTIES AND RESPONSIBILITIES. The health care workers shall perform full range of Certified Registered Nurse Anesthetist duties, within the scope of this statement of work, on site using government furnished supplies, facilities and equipment within the assigned unit of the hospital. Health care workers shall perform in accordance with established principles, practices and ethics of their profession and the written policies, procedures and requirements of the Naval Medical Center San Diego. Healthcare workers shall apply their knowledge and competency to the specific patient population served. The standards of performance for all health care workers shall reflect the degree of care, skill, and learning expected of a reasonably prudent health care worker in the professional category to which he or she belongs. The health care worker shall:

Administer anesthesia and anesthesia-related care in four general categories: (1) pre-anesthetic preparation and evaluation; (2) anesthesia induction, maintenance and emergence; (3) post-anesthesia care; and (4) perianesthetic and clinical support functions.

Perform and document a pre-anesthetic assessment and evaluation of the patient, including requesting consultations and diagnostic studies; selecting, obtaining, ordering, or administering pre-anesthetic medications and fluids; and obtaining informed consent for anesthesia.

Develop and implement an anesthetic plan.

Select and initiate the planned anesthetic technique that may include: general, regional, and local anesthesia and intravenous sedation.

Select, obtain, or administer the anesthetics, adjuvant drugs, accessory drugs, and fluids necessary to manage the anesthetic, to maintain the patient's physiologic homeostasis, and to correct abnormal responses to the anesthesia or surgery.

Select, apply, or insert appropriate non-invasive and invasive monitoring modalities for collecting and interpreting patient physiological data.

Manage a patient's airway and pulmonary status using endotracheal intubation, mechanical ventilation, pharmacological support, respiratory therapy, or extubation.

Manage emergence and recovery from anesthesia by selecting, obtaining, ordering, or administering medications, fluids, or ventilatory support in order to maintain homeostasis, to provide relief from pain and anesthesia side effects, or to prevent or manage complications.

Release or discharge patients from a post-anesthesia care area, and provide post-anesthesia follow-up evaluation and care related to anesthesia side effects or complications.

Order, initiate or modify pain relief therapy through the utilization of drugs, regional anesthetic techniques, or other accepted pain relief modalities, including labor epidural analgesia.

Respond to emergency situations by providing airway management, administration of emergency fluids or drugs, or using basic or advanced cardiac life support techniques.

Provide clinical support services outside of the operating room to other areas, such as MRI units, cardiac catheterization labs and lithotripsy units. Upon request or referral these services include providing consultation and implementation of respiratory and ventilatory care, identify and manage emergency situations, including initiating or participating in cardiopulmonary resuscitation that involves airway maintenance, ventilation, tracheal intubation, pharmacologic, cardiopulmonary support, and management of blood, fluid, electrolyte and acid-base balance.

Attend the monthly Anesthesia Department meetings.

6. SPECIFIC MINIMUM PERSONNEL QUALIFICATIONS FOR CERTIFIED REGISTERED NURSE ANESTHETIST. In addition to those Minimum Personnel requirements provided in Section H of the basic contract, the health care worker must also:

6.1. Possess a Baccalaureate Degree in Nursing or an Associate Degree in Nursing or a Diploma from a Nursing Program accredited by the National League for Nursing Accrediting Commission (NLNAC), and

6.2. Possess a current unrestricted license to practice as a registered nurse in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands. Additionally, health care workers licensed outside of the 50 States must provide proof of having successfully passed the Commissioner of Graduates of Foreign Nursing Schools exam or the National Council Licensure Exam (NCLEX), and

6.3. Graduation from a nurse anesthesia educational program accredited by the Council on Accreditation of Nurse Anesthesia Educational Programs or its predecessor, and

6.4. Current certification by the Council on Certification of Nurse Anesthetists or its predecessor, and

6.5. Possess 2 years experience clinical experience as a Certified Registered Nurse Anesthetist within the last 4 years, and

6.6. Provide proof of professional development through continuing education within the last 24 months that will lead to successful biennial recertification by the Council on Recertification of Nurse Anesthetists, and

- 6.7. Posses and maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardiopulmonary Resuscitation) for the Professional Rescuer; or equivalent, and
- 6.8. Possess and maintain current certification in Advanced Cardiac Life Support (ACLS), and
- 6.9. Possess a current Drug Enforcement Agency certification (DEA number).

ATTACHMENT 3

Attachment 003
Resume/Curriculum Vitae
Format and Content

1. After contract award, all the information provided will be verified. At that time, each healthcare worker will be required to provide the following documentation verifying their qualifications: Professional Education/Degree, a Release of Information, a copy of their American Heart Association CPR Health Care Provider Course Certification card (or equivalent), Pediatric Advanced Life Support Certification card (as applicable), Neonatal Resuscitation Program Certification card (as applicable), Advanced Cardiac Life Support Certification card (as applicable), Advanced Trauma Life Support Certification card (as applicable), continuing education certificates, and employment eligibility documentation. If false information is submitted, either:

(a) the contract or task order may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that the Contractor is no longer eligible for future Government contracts, and/or

(b) the healthcare worker may be removed from the clinical setting until a termination action can be completed with the Contractor (as the employer of the healthcare worker). If that occurs, an adverse action report will be forwarded to the applicable state licensing bureau(s).

2. Health Certification. Individuals providing services under Government contracts are required to undergo a physical exam no more than 60 days prior to beginning work. This includes a record of required immunizations/tests. Maintaining current immunizations/test status is the responsibility of the Contractor. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, the healthcare worker has acknowledged this requirement.

PRIVACY ACT STATEMENT

Under 5 U.S.C. 552a and Executive Order 9397, the information provided is part of a response to and for use in the consideration of a Government contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

(Signature) (Date)mm/dd/yy

3. Malpractice Risk Information. Individuals providing service under Government contracts must represent an acceptable malpractice risk to the Government. The information provided is part of a response to and for use in the consideration of a Government contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract

MALPRACTICE RISK INFORMATION

a. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)? Yes No

b. Have you ever been a defendant in a felony or misdemeanor case? Indicate final disposition of the case in comments)? Yes No

c. Has your license to practice ever been revoked or restricted in any state? Yes No

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the State of the revocation for number 3 above.

4. Resumes/Curriculum Vitae. Every item on the resume outline must be addressed. Please sign and date at the end of your resume. Any additional information required may be provided on a separate sheet of paper.

A. General Information. At a minimum, include

Name (Last/First/Middle), and
Social Security Number, and
Current Address (address/city/state/zip code).

B. Professional Education/Certifications. At a minimum, include the information required both in the Section H paragraph entitled, "MINIMUM PERSONNEL REQUIREMENTS" and in paragraph 6 of the specific Attachment for that labor category.

C. Continuing Education: Demonstrate current professional development through documentation that the healthcare worker has successfully completed continuing education as required within the specific Attachment for that labor category. Provide the course name, course dates and, CEU/contact hours received.

D. BLS/ACLS/ATLS/NRP: Evidence of current certification in the areas required within the specific Attachment for that labor category. Provide the training type listed on the card and the expiration date. A copy of both sides of the card shall be submitted. DO NOT SUBMIT THE ORIGINAL CARD.

E. Professional Employment: Current and preceding employers for the past 5 years. Provide the name and address of each employer, the dates of employment and a general description of the work performed/major duties/organizational position. If the healthcare worker is currently employed on a Navy contract, please disclose the location of the current contract, the position held, and the contract expiration date.

F. Employment Eligibility: Provide the documentation (as shown in Attachment 004) that demonstrates that the healthcare worker meets the requirements for U.S. Employment Eligibility. If not, provide an explanation. A healthcare worker will not be employed in violation of the Immigration and Naturalization laws of the United States.

G. Professional References: Provide two letters of recommendation written within the last two years attesting to the healthcare worker's clinical skills. Reference letters shall attest to the healthcare worker's communication skills and ability to relate to patients as well as professional and other interpersonal skills among staff members and must include name, title, telephone number, date of reference, address and signature of the individual providing reference.

H. Required Immunizations/Screening Tests: Provide evidence of Hepatitis B Series (including dates) and PPD (including date of last reading and sero-conversion status).

J. Additional Information: Provide any additional information that may enhance the healthcare worker's ranking such as, the resume, curriculum vitae, commendations or documentation of any awards they may have received, etc.

K. Certification of Accuracy. The healthcare worker shall provide the following certification:

I hereby certify the above information to be true and accurate:

(Signature)

(Date) (mm/dd/yy)

ATTACHMENT 4

Attachment 004

Proof of US Employment eligibility

LISTS OF ACCEPTABLE DOCUMENTS

EITHER SUBMIT ONE DOCUMENT FROM LIST A

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST A

(Documents that Establish Both Identity and Employment Eligibility)

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-698B)

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)

PROOF OF U.S. EMPLOYMENT ELIGIBILITY
(CONTINUED)

2. ID card issued by federal, state or local government agencies of entitles provided it contains a photograph or information such as name, date of birth, sex height, eye color, and address
 3. School ID card with a photograph
 4. Voter's registration card
 5. U.S. Military card or draft record
 6. Military dependant's ID Card
 7. U.S. Coast Guard Merchant Mariner Card
 8. Native American tribal document
 9. Driver's license issued by a Canadian government authority For persons under age 18 who are unable to present a document listed above;
 10. School record or report card
 11. Clinic, doctor, or hospital record
 12. Day-care or nursery school record
2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
 3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
 4. Native American Tribal document
 5. U.S. Citizen ID Card (INS Form I-197)
 6. ID Card for use of Resident Citizen in the United States (INS Form I-179)
 7. Unexpired employment authorization document issued by the INS (other than those listed under List a).

ATTACHMENT 5

Attachment 005

Supplemental Pricing Worksheet

This supplemental pricing worksheet shall be completed in accordance with requirements of Section L, paragraph L.3.4.d(1). The Task Order awardee is not prohibited from paying a range of compensation rates in a particular labor category, but under no circumstances shall the compensation rate be lower than that included as the lowest proposed compensation rate shown on each Supplemental Pricing Worksheet. This worksheet requires two sets of data: 1) information regarding the minimum compensation rates to be paid by the offeror to any health care worker in this labor category/CLIN for the specified solicitation Lot; and 2) information regarding the average compensation rate for the labor category, considering all health care workers to be utilized and all hours of service to be performed. The Contracting Officer will use the minimum compensation information to determine the price realism of the proposed compensation. The Contracting Officer will use the average compensation information for best value determinations. A separate supplemental pricing worksheet for each of the labor categories/CLINs included in this Lot is provided on a separate tab within this file; each provided tab shall be completed.

	Minimum compensation for HCWs in this labor category.	Average compensation for HCWs in this labor category.
i. Hourly Rate (direct compensation to the HCW) (expressed in dollars and cents)	\$0.00	\$0.00
ii. *Fringe Benefits (expressed in dollars and cents)	\$0.00	\$0.00
Total Health Care Worker Compensation Per Hour	\$0.00	\$0.00

*Fringe Benefits include non-cash compensation provided to employees (including that necessary to comply with Department of Labor compensation requirements), such as 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowances.

The offeror shall describe other fringe benefits offered but NOT included in the fringe benefit rate above (please specify and describe the value of the benefit):

none

SOURCE INFORMATION NOTES:

Internet salary surveys, proprietary internal salary studies and current wages on existing contracts.

ATTACHMENT 6
ATTACHMENT 006
CONTRACT ADMINISTRATION PLAN

1. Definitions.

1.1 Administrative Contracting Officer (ACO). To the extent that the Procuring Contracting Officer has delegated contract administration, the Government official responsible for administering the contract. For the purposes of these contracts, the PCO has retained contract administration responsibilities. Therefore, the terms PCO and ACO refer to different functions performed by the same individual.

1.2 Alternate Contracting Officer's Representative (ACOR). In the absence of the Contracting Officer's Representative, the Government official appointed in writing by the Procuring Contracting Officer who functions as the technical representative of the Procuring Contracting Officer for a specific contract, for a specified period of time.

1.3 Bureau of Medicine and Surgery (BUMED). The Department of the Navy command responsible for all Navy health and dental contracting initiatives.

1.4 Commanding Officer. The medical department officer that has ultimate responsibility for the operation of an MTF.

1.5 Contracting Officer's Representative (COR). The Government official appointed in writing by the Procuring Contracting Officer who functions as the technical representative of the Procuring Contracting Officer.

1.6 Contractor. The offeror identified in block 15A of the Standard Form 33 or block 7 of the Standard Form 26 and its healthcare workers who are providing services under the contract.

1.7 Medical Treatment Facility (MTF). The DoD hospital or medical center requiring services under these contracts. The abbreviation, "MTF" includes all the Branch Medical Clinics, Medical Administrative Units, Branch Medical Annexes and other subordinate clinical activities specified in these contracts. The abbreviation, "MTF" also refers to any military treatment facility within the scope of these contracts.

1.8 Naval Medical Logistics Command (NAVMEDLOGCOM). The Department of the Navy command responsible for implementation of the Bureau of Medicine and Surgery healthcare contracting initiatives.

1.9 Procuring Contracting Officer (PCO). The Government official within NAVMEDLOGCOM authorized by warrant to enter into these contracts for the Government.

1.10 Supervisor. The Government official whose duty it is to provide day-to-day direction to, and oversight of, contractor personnel, including supervisory functions such as time and attendance.

1.11 Technical Assistant (TA). The MTF representative who may be assigned to provide technical or administrative assistance to the COR. TAs may be assigned to assist and support the COR but shall not be given the authority to provide any technical direction or clarification directly to the Contractor.

1.12. Wide Area Work Flow (WAWF). Electronic Invoicing.

2. Responsibilities.

2.1 The Navy's ASSISTANT CHIEF FOR HEALTHCARE OPERATIONS, BUREAU OF MEDICINE AND SURGERY (BUMED Code M3) as Program Manager shall:

2.1.1 Establish medical contract policy guidance.

2.1.2 Provide overall direction for the planning, development, and operation of all Navy MTFs.

2.1.3 Monitor the progress and achievement of medical contracts within the Navy's health care delivery system.

2.1.4 Serve as subject matter expert for all technical aspects of medical and dental contracting efforts.

2.1.5 Monitor MTF compliance with policies detailing the use of the Managed Care Support Contracts (MCSCs).

2.2 The PROCURING CONTRACTING OFFICER (PCO), ACQUISITION MANAGEMENT DIRECTORATE (Code 02), Naval Medical Logistics Command shall:

2.2.1 Perform all required pre-award actions including providing information or answering questions that arise during the solicitation period and as a result of Freedom of Information Act (FOIA) inquiries.

2.2.2 Review the CAP Documentation Form and complete Part II. The PCO shall furnish sample COR and TA nomination letters to the MTF in accordance with NAVSUPINST 4205.3D.

2.2.3 Verify that the individual(s) nominated to act as COR have had the required training and the necessary experience. If the PCO determines that a nominee does not meet experience and training requirements, the PCO shall request that the MTF nominate another individual.

2.2.4 Review the CAP prior to incorporation into the solicitation. This review shall ensure that all contract administration functions are assigned, suit the specific circumstances of the contract and give due consideration to the type of contract, the place of performance, period of performance, and inspection and acceptance criteria stated in the solicitation/contract.

2.2.5 Include the COR duties contained in this master CAP in the resultant solicitation/contract. Additional duties shall be separately delineated within the contract, as appropriate.

2.2.6 Designate the paying office in the contract.

2.2.7 Appoint the COR and ACOR.

2.2.8 Perform all contract administration duties of a Contracting Officer. Regular meetings between the PCO, the COR and/or the MTF Commanding Officer (or representative) will be held to discuss the status of and the performance under individual contracts. The format and frequency of these meetings will depend upon the size and complexity of the contract.

NOTE: All parties are specifically reminded that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, any direction affecting the terms of the basic contract has been given by the COR or any other person, the Contractor shall promptly notify the PCO.

2.2.9 Evaluate reports of Contractor non-compliance and take appropriate action within 30 days of receipt. Copies of any correspondence regarding the results of such analyses shall be provided to the MTF and the COR simultaneously with the action taken.

2.2.10 Arrange the post-award conference, if required. Invite necessary attendees. Ensure that the requirements of the contract and the COR's duties are thoroughly discussed and understood. Ensure that all personnel involved understand current DoD Standards of Conduct policies.

2.2.11 Oversee the performance of CORs under the contract. Prompt action shall be taken when COR (or alternate) is not performing properly.

2.2.12 Maintain the official contract file including modifications (and all back-up documentation).

2.2.13 Maintain the accuracy of this Master CAP throughout the life of these contracts.

2.2.14 Maintain a list of all CORs under their authority. Periodically review the files and performance of these CORs in accordance with NAVSUPINST 4205.3D and local policies.

2.2.15 Review the existing annual Contractor performance reports prior to negotiating any logical follow on task orders under these contracts. Enter data into the Contractor Performance Assessment Reporting System (CPARS).

2.2.16 Maintain a log of total hours ordered under these contracts by CLIN/SLIN to guarantee that maximum order quantities are not exceeded. Notify the Healthcare Program Analyst (NAVMEDLOGCOM Code 07) and the MTF when 75% of the maximum order quantity of any CLIN/SLIN has been reached.

2.3 The HEALTHCARE PROGRAM ANALYST, HEALTHCARE SERVICES SUPPORT DIRECTORATE (Code 07), Naval Medical Logistics Command shall:

2.3.1 Submit a completed and signed CAP Documentation Form with answers to questions that pertain to this acquisition.

2.3.2 As appropriate, submit the Contract Data Requirements List (DD Form 1423 or CDRL) providing a description of all reports/outputs required from the Contractor.

2.3.3 Act as the healthcare contracting technical manager for BUMED. Ensure consistency among healthcare contracts, providing coordination and technical liaison between MTFs, BUMED, CORs, and the PCO.

2.3.4 Coordinate/develop the procurement technical requirements including a performance work statement (Section C); draft input to Sections B, H, L and M; a draft Source Selection Plan; a draft Contract Administration Plan (CAP); potential sources for the procurement; draft quality assurance plan; surveillance plan and other related documents required for the acquisition.

2.3.5 Monitor and manage reports of Contractor non-compliance, evaluate reports submitted by the individual CORs and, recommend PCO disposition on all noted discrepancies.

2.3.6 Perform healthcare trend analyses and provide feedback to the PCO and CORs.

2.3.7 Provide any other technical assistance to the MTF, PCO/ACO, CORs and, other customers.

2.3.8 Conduct periodic COR meetings and inspections to discuss status and performance under the contract emphasizing problem identification, problem solving and contract familiarity. These items will be prospectively coordinated with the PCO.

2.3.9 Ensure that the MTF, PCO/ACO, CORs, and BUMED are appropriately informed of related healthcare issues.

2.3.10 Provide periodic statistical and financial reports to BUMED.

2.3.11 Periodically appraise customers of hours/service remaining within Schedule B and any anticipated impact that new task orders will have on plans for changes (expansion/reductions) of services.

2.4. The COMMANDING OFFICER OF THE MTF shall:

2.4.1 Budget and provide funding for the contracts.

2.4.2 Nominate (to the PCO) individual(s) to be appointed as COR (by name, title, organizational code and telephone number). This individual(s) shall also be the contract quality assurance monitor and lead technical advisor to the ACO and shall be responsible for the technical interface needed during contract performance. An ACOR can be nominated to act in the absence of the COR, when needed, or to provide additional expertise.

NOTE: COR duties can not be delegated. The COR shall be accountable for the actions of ACORS or TAs.

NOTE: Nomination of new CORs as a result of reassignment, termination of employment, etc., shall be made in accordance with the procedures outlined herein.

2.4.3 Ensure all individuals nominated as COR or ACOR have the necessary qualifications to satisfactorily perform the required duties and hold a position of responsibility commensurate with the complexity of the contract. All CORs shall have graduated from a Naval Supply System Command (NAVSUP) approved/BUMED provided medical/dental COR training course prior to their appointment.

2.4.4 Upon receipt of the contract from the PCO, forward copies of documents to staff having administrative responsibilities for these contracts.

2.4.5 Support and supervise the COR in the performance of their duties. If the Commanding Officer determines that assigned duties are not being performed in a satisfactory manner, immediate corrective action shall be taken (including the recommendation to replace the COR if required). The PCO shall be promptly notified of all actions taken. The MTF should consider COR performance in rating all individuals assigned COR functions.

2.4.6 Notify the PCO in writing of any organizational or personnel changes affecting the CAP.

2.4.7 Ensure that appropriate timely action is taken on all contract related correspondence received from either the PCO or COR. This includes the timely submission (to the PCO) of any requests for changes to the performance work statement, deviations or waivers. An Independent Government Cost Estimate of the impact on contract price and the availability of additional funding (if required) must accompany all requests for changes to the performance work statement/contract. The Contractor's price quote and the rationale for requesting the change shall accompany any changes proposed by the Contractor. The Contractor's price quote serves as a budgetary estimate of the cost impact. The MTF shall also provide input as to technical acceptability of proposed contract language changes.

2.4.8 The MTF Commanding Officer may appoint a TA to assist the COR in executing routine contract administration, monitoring and, surveillance duties. The appointment of all TAs must be in writing and must include the TA's responsibilities and limitations. A copy of this appointment letter shall be provided to the PCO. Before appointment, the MTF shall assure that all TAs have the appropriate training and experience.

2.5 The CONTRACTING OFFICER'S REPRESENTATIVE (COR) shall:

2.5.1 Attend both the pre-proposal and post-award conferences.

2.5.2 Attend periodic meetings (if held) among the PCO, MTF and Contractor(s) to discuss the status of and performance under the contracts.

2.5.3 Avoid issuing any instructions that would constitute a change to the contract. The COR and Contractor shall not enter into any understanding, agreement, modification, or change order deviating from the terms of the basic

contracts which shall be effective or binding on the Government. If in the opinion of the Contractor, an effort outside the scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. The Contractor shall not act unless the PCO or ACO has issued a written change to the contract. The COR will include, on all correspondence to the Contractor, a declination of authority statement as follows:

“I have neither the authority nor the intent to change the terms or conditions of this contract. This contract can only be changed by a written modification issued by the Contracting Officer. If you believe that I am requesting an effort outside the scope of this contract, promptly notify the Contracting Officer. Additionally, this shall not be construed as an authorization for new work or additional work not already contained in the contract.”

2.5.4 Perform as the technical interface between the Government and the Contractor(s) for these contracts. The COR shall provide technical advice or clarification regarding the performance work statement; milestones to be met within the general terms of the contract or specific subtasks of the contract. The COR is the point of contact through whom the Contractor can relay technical questions and problems to the Contracting Officer. The Contractor may also contact the Contracting Officer directly.

2.5.5 Coordinate/facilitate complete and timely credentials submissions between the MTF and the Contractor using the applicable Professional Affairs Coordinator (PAC) staff at the MTF. The COR shall provide technical advice or clarification regarding the performance work statement, milestones to be met within the general terms of the contract or specific subtasks of the contract, maintain a method for tracking expiring credentials, and maintain shift schedules. The COR shall inspect the credentials of each contract employee prior to submission to the PAC.

2.5.6 Monitor Contractor performance and progress under the contract. If potentially inefficient or wasteful methods are being used, the COR shall take reasonable and timely action to alert the Contractor and the PCO. Furthermore, the COR shall promptly advise the PCO of any observed continuous and/or substantial deficiencies in the Contractor's performance or other noncompliance with the terms or conditions of the contract. Enclosure (1) is the surveillance plan to be used by the COR to monitor Contractor performance. Deviation from this surveillance plan is only permitted with the prospective approval of the PCO.

2.5.7 Promptly issue Contract Discrepancy Reports or CDRs (Enclosure (2)) to the Contractor to document discrepant performance. The COR shall always obtain the Contractor's response/rebuttal to the CDR, evaluate the acceptability of the response and promptly forward the CDR, Contractor response/rebuttal, and the evaluation to the NAVMEDLOGCOM Healthcare Program Analyst.

2.5.8 Monitor and verify services provided in accordance with Schedule B of the contract. Keep accurate records of Contractor performance and compare these records with the DD250 or time sheet submitted by the Contractor. The COR shall always use this information as a tool when evaluating Contractor invoices.

2.5.9 Inspect and/or accept the services as the official Government representative.

2.5.10 Use appropriate, contract-specific sampling methods for contract surveillance.

2.5.11 Completely understand contract invoicing requirements. The COR shall process all DD250s or complete WAWF in a timely manner to ensure that prompt payment due dates are met. The COR shall promptly forward copies of the DD250s, with a copy of the Contractor's invoice, to the ACO.

2.5.12 Immediately alert the PCO and the ACO of any unusual performance problems. If a corrective action plan is approved by the Contracting Officer, the COR shall monitor the implementation and effectiveness of that corrective action plan. In uncertain situations, the COR shall always seek advice from the PCO and/or ACO, as prudent, before acting.

2.5.13 Continually monitor the quantity of services provided under each CLIN/SLIN and/or task order. Advise the PCO if it appears that service quantities may be exhausted before the end of the performance period, or if quantities of unused hours for services have been ordered but will not be received by the end of the performance period.

2.5.14 Perform administrative duties including all files which support the actions performed as a COR. The COR shall respond to all contract correspondence in a timely manner. Contract files shall include a conforming copy of the contract, all modifications, a conforming copy of the Contractor's Technical Proposal, all Contractor invoices, all DD250s, all surveillance reports, each CDR (including the Contractor's response/rebuttal), any contract-related correspondence, a contract log or COR diary, all telephone conversation and email records, meeting minutes, reports from Government subject matter experts, and Independent Government Cost Estimates.

2.5.15 Take the necessary steps to ensure that Government property furnished to the Contractor is provided in a timely manner and in proper condition for use. The COR shall maintain both inventory and disposition records for all Government furnished property. This inventory/disposition file is coordinated with the ACO. The COR shall ensure that the Contractor returns all Government furnished property or that Government furnished material has been reasonably consumed in the performance of work.

2.5.16 Read and comply with all applicable Standards of Conduct and Conflict of Interest instructions and procedures including annual financial interest filings.

2.5.17 Ensure that the Contractor receives copies of all regulations and/or directives considered appropriate to the services being provided.

2.5.18 Submit a report detailing the Contractor's performance to the PCO. This report shall be made annually, on or about 01 June of each fiscal year. A final report shall be sent the PCO within 60 days after completion of the contract. The final report shall contain a conclusive statement describing the Contractor's overall performance and an evaluation on the accountability of Government property furnished to the Contractor. Enclosure (3) contains the format for this report.

2.5.19 Perform other duties, particular to the contract, as may be incorporated into the contract document or as required by the Contracting Officer.

2.6. TECHNICAL ASSISTANT (TA). All requirements for TA duties are reported directly to the COR. At the direction of the COR, the TA shall:

2.6.1 Perform surveillance and identify Contractor deficiencies.

2.6.2 Review contract deliverables, recommending acceptance/rejection, and providing the COR with the documentation to support all recommendations.

2.6.3 Assist the COR in the preparation of the final Contractor performance report using the format and procedures prescribed by the Contracting Officer.

2.6.4 Identify Contractor non-compliance with reporting requirements.

2.6.5 Evaluate Contractor proposals, identifying potential problem areas.

2.6.6 Provide (a) timely input for technical clarifications to the performance work statement, (b) technical direction for the Contractor, and (c) recommendations for CAPs.

2.6.7 Provide detailed written reports of any trip, meeting, correspondence, telephone conversation, email or, anecdotal conversation after any contact between the TA and the Contractor.

Enclosures:

Enclosure 1 - Surveillance Plan

Enclosure 2 - Contractor Discrepancy Report
Enclosure 3 - Report on Contract Performance

Enclosure 1
SURVEILLANCE PLAN

1. INTRODUCTION

1.1 Purpose. This surveillance plan has been developed to aid the Contracting Officer's Representative (COR) in providing effective and systematic surveillance of all aspects of this contract.

1.2 Objective. To ensure that the Contractor is complying with the specifications of the contract by providing quality healthcare services to eligible beneficiaries.

1.3 Scope. This plan applies to the Medical contract services. This is a personal services contract. Contract performance will be monitored chiefly through prospective supervision by Navy personnel. Some elements of performance will be monitored by the COR through retrospective surveillance.

2. RESPONSIBILITIES

2.1 The Contracting Officer (KO) at NAVMEDLOGCOM is responsible for negotiating all modifications to contract terms, conditions or amounts.

2.2 The Healthcare Program Analyst at NAVMEDLOGCOM serves as the technical agent for coordinating issues among the KO, the MTF and the COR. The Healthcare Program Analyst reviews the COR's contract surveillance and provides feedback to the COR and recommendations to the KO. The Healthcare Program Analyst provides technical support to the COR and the KO in preparing modifications. The Healthcare Program Analyst also tabulates statistical data.

2.3 The MTF commanding officer is responsible for establishing and maintaining a system for reviewing and approving correspondence submitted by the COR to NAVMEDLOGCOM.

2.4 The COR is responsible for assuring Contractor performance through audit, documentation and liaison with the KO. The COR shall ensure that copies of all Contractor correspondence and MTF/COR responses are provided to the KO. The COR must observe the following cautions and limitations:

2.4.1 Do not request or direct the Contractor to do anything that is not expressly stated in the contract.

2.4.2 Do not attempt to control Contractor efforts except as specifically authorized in the contract.

2.4.3 Do not make suggestions or comments that the Contractor could construe as authority to proceed on work not specified in the contract.

2.4.4 Do not request changes that add work or objectives not within the scope of the contract. Seek the advice of the KO.

2.4.5 Do not accidentally generate a basis for a Contractor claim. Communicate with the Contractor in a timely manner.

2.4.6 Exercise diligence in monitoring and documenting the Contractor's performance. When in doubt about any aspect of the contract specifications or the Contractor's performance, seek the advice of the KO or the NAVMEDLOGCOM analyst.

2.4.7 Bring to the attention of the KO any extraordinary action on the part of the Contractor, i.e., any performance outside the scope of the contract.

2.5 The Government supervisory personnel specified in the Task Order are responsible for providing day-to-day supervision and control of contract personnel. This includes provision of technical guidance, direction, and approval of tasks performed to satisfy requirements of the contract/task order.

3. INSPECTION METHODS. Several methods serve as means for inspecting Contractor performance. Some methods are more appropriate than others are. The COR may use any or all of these inspection methods. Inspection, along with documentation, is vital to ensuring Contractor compliance with contract requirements.

3.1 100% Inspection. This method of surveillance is time consuming, expensive and unrealistic for services performed frequently. However, it is appropriate in critical areas where health and safety are involved and each occurrence of a particular requirement must be examined to determine compliance.

3.2 Surveillance Checklists. Checklists are used for services performed on an infrequent but predictable schedule (e.g., monthly, quarterly, annually, etc.) Any scheduled service that is provided on less than a daily basis can be considered for inclusion on a checklist.

3.3 Random Sampling. Sampling can be an unbiased, comprehensive evaluation of the Contractor's performance while efficiently using limited inspection time. The basis for doing random sampling is MIL-STD-105D, "Sampling Procedures and Tables for Inspection by Attributes". It is based on the statistical concept that an evaluation of randomly chosen occurrences may allow the evaluator to draw conclusions (acceptable/not acceptable) about the universe of occurrences.

3.4 Validated Customer Complaints. Validated customer complaints are the customer's method of documenting problems. The COR will coordinate efforts to acquire, document and validate these complaints. Customer complaints are not used to reject a service, but can be used as further evidence of unsatisfactory performance (e.g. if random sampling shows the specific service is unsatisfactory). When other surveillance continues to show unsatisfactory performance, validated customer complaints can indicate a need to increase surveillance. The COR must have a written validation process for all customer complaints (much like the CDR process). Only validated customer complaints should be forwarded to the Contracting Officer for action. Customer complaints cannot be used in conjunction with other surveillance methods (i.e., partial random sampling plus certain customer complaints) because their occurrences are not truly random.

4. TIME FRAMES FOR MONITORING PERFORMANCE REQUIREMENTS. There are several different time frames for monitoring performance requirements of the contract. Depending upon the specific performance requirement, the COR will monitor activities on a one-time basis, a per occurrence basis, or an ongoing basis.

4.1 One-time Activities. This performance requirement is generally monitored for initial or start-up activities, such as submission and verification of the credentials files.

4.2 Per Occurrence Activities. This activity is one that is monitored at each occurrence. It is often an activity could place a patient at unnecessary risk for which the COR will investigate. Examples of these would include medication errors, impaired providers, or any incidents that resulted in disciplinary action against a Contractor employee.

4.3 Ongoing Activities. This performance requirement is one that must be continually monitored throughout the life of the contract because the requirement itself is ongoing. Examples include a requirement for shift coverage, schedule submissions, meeting attendance, maintenance of personnel qualifications and, documentation of annual training.

5. DOCUMENTATION.

5.1 The need to document each contact between the COR and the Contractor cannot be overemphasized. CORs should understand the procedures that are described in FAR Part 33.2. CORs should remember that the documentation prepared by the COR will be the primary evidence presented by the Government in any litigation, with the Government bearing the burden of proof. This documentation must be thorough, accurate and complete.

5.2 It is important to maintain a record of all other contacts between the COR and the Contractor which reflect normal clinic operations or the services required in the contract. Examples may include schedule submissions, feedback on Contractor credentialing actions, substitution procedures for health care workers, etc. These examples may or may not be a part of routine surveillance, but the COR's ability to reconstruct events will be important if the Government rejects the quality or timeliness of contract services.

5.3 Documentation may include Contract Discrepancy Reports (CDRs), meeting minutes, annotations on surveillance checklists, letters, email, telephone conversation records, memoranda, etc. Results of inspections identifying unsatisfactory Contractor performance must be given to the Contractor for review, comment, and corrective action as appropriate.

5.4 All performance related inspection documentation is an integral part of the contract file and must be stored and maintained accordingly. The COR should maintain a reading file of all correspondence and pertinent documentation.

6. INVOICING PROCEDURES

6.1 At the end of each bi-weekly period of contract performance, the contractor will present the COR with an invoice (Material Inspection and Receiving Report, DD Form 250) or WAWF. The COR will inspect the invoice to ensure that it accurately reflects the amount of service provided by the contractor, but will not accept (sign) the invoice if there are any substantial inaccuracies.

6.2 The COR shall coordinate with the supervisor of each clinical area represented on the invoice to determine the accuracy of the service totals included on the invoice. Additional tools which may be available to the COR to confirm invoice amounts are contract employee time clock cards and sign-in/sign-out sheets. Time which is not in some way confirmed through coordination with the applicable supervisor, documented by time clock, documented by time sheet, or confirmed through some other appropriate method available to the COR will not be considered to have been provided.

6.3 If the COR disagrees with the invoiced quantities, the COR shall attempt to promptly resolve the discrepancy with the designated contractor representative. The COR shall return the invoice with a memorandum to the key person, rejecting the invoice as "improper". The memorandum shall state the quantity which the COR considers to be correct (the COR can attach a copy of the government time sheet or other documentation as appropriate). A copy of the invoice and the memorandum shall be retained by the COR. The COR shall encourage the contractor to re-invoice for the correct quantity so that it can be certified correctly.

6.4 Failure of the contractor to submit invoices in a timely manner, significant or recurring quantity discrepancies on submitted invoices, or failure of the contractor to submit a revised invoice for a billing period, shall be brought to the attention of the KO and NAVMEDLOGCOM.

7. CONTRACT DISCREPANCY REPORTS (CDRs)

7.1 In all instances where the Contractor's performance takes exception to the contract and/or is unacceptable, the COR will issue a CDR to the Contractor.

7.2 The COR shall ensure that all inspection data is attached to the CDR. The Contractor cannot be expected to respond to performance deficiencies that are not clearly and specifically identified. A cover memorandum on the CDR should specify that the Contractor has three working days to respond in writing to the COR.

7.3 Upon return of the CDR package from the Contractor, the COR shall review the Contractor's comments and give careful, objective consideration to the facts and mitigating circumstances documented in the response. The COR shall then make a final recommendation on the acceptability of Contractor performance and note it on the

CDR. The COR shall state why the Contractor's response does or does not have merit. The COR shall attach as much additional documentation as required to support their findings and recommendations.

7.4 The COR shall forward copies of each completed CDR and the final recommendation to (1) the Contractor and (2) the KO via Healthcare Program Analyst.

7.5 The Healthcare Program Analyst will review CDRs and will advise the COR of the need for any further documentation. The Healthcare Program Analyst will then forward the documentation to the KO with recommendations for action.

8. COR SURVEILLANCE REQUIREMENTS

8.1 Submission of Credentials. The COR shall inspect the credentials of each contract employee.

8.1.1 The contractor shall submit Individual Credentials Files (ICFs), Individual Professional Files (IPFs), and qualifications packages (for non-credentialed/non-licensed personnel) in accordance with requirements of the contract and BUMEDINST 6320.66 (latest revision).

8.1.2 ICFs and IPFs. The COR will inspect each ICF/IPF for completeness and compliance with contract qualification requirements. Incomplete/incorrect packages will be returned to the contractor under a memo documenting the deficiencies. Complete/correct packages will be forwarded to the Professional Affairs Coordinator (PAC) for formal credentialing action. The PAC will inform the contractor by letter or email upon approval of a package.

8.1.3 Non-credentialed/non-licensed personnel. The contractor shall submit to the COR a package of documents demonstrating the individual's compliance with contract requirements. The COR will review each package and return to the contractor under a memo stating approval or reason(s) for disapproval.

8.2 Orientation. In coordination with the supervisors for whom services are being provided, the COR shall coordinate the availability of appropriate orientation sessions and shall track and maintain records of orientation completed by contractor personnel. The COR shall ensure that all orientation is completed within the timeframes specified in the contract and notify the contractor of deficiencies.

8.3 Background checks for childcare workers. The COR shall ensure the completion by contractor personnel of background check forms, coordinate with appropriate security service to obtain requisite fingerprinting and forwarding of forms to the required law enforcement agencies, and shall maintain a file of completed background checks. The COR shall notify the MTF chain of command and the contracting officer immediately upon the receipt of an unfavorable background check.

8.4 Maintenance of Credentials.

8.4.1 The COR shall maintain a method for tracking expiring credentials, such as a database or spreadsheet. The method chosen should include at least the guidelines in this paragraph, as best implemented in accordance with MTF policy. Not less than once per month, the COR shall review the tracking file and identify any credentials due to expire within 2 months. The COR shall notify the contractor of those expiring credentials and shall advise the contractor that the affected individual will not be permitted on the staffing schedule or to provide service under the contract following expiration of credentials.

8.4.2 The COR shall maintain a record of contractor personnel compliance with health certification requirements of the contract. The COR shall notify the contractor of expired health certifications.

8.5 Contractor Shift Schedules for Personnel For Which Replacement Coverage is Required. The COR will inspect the Contractor submitted schedule for those positions for which coverage is required. The COR shall compare the

schedule to the contract requirements, note deficiencies, and inform the contractor of those deficiencies. The contractor shall be required to submit an updated schedule.

8.6 Full-time versus part-time staff. The COR shall ensure that the contractor utilizes only full-time individuals when required by the contract. The COR shall also ensure that the contractor does not utilize part-time personnel in excess of any restrictions imposed thereon by a particular task order. The COR shall coordinate with the respective supervisors to monitor these requirements.

8.7 Personnel substitution. The COR shall monitor contractor compliance with clause H.6 restricting substitution of approved personnel within 30 days following the start of task order services.

8.8 Contract Discrepancy Reports (CDRs). The COR's responsibilities for documentation of contractor performance problems using the Contract Discrepancy Report (Enclosure 2) are given in paragraph IIe of the Contract Administration Plan. The COR shall maintain close communication with the supervisor(s) of contractor personnel as they will be most aware of day-to-day performance issues which may arise. CDRs shall be completed by the COR, not the supervisor. A CDR shall be completed by the COR in accordance with the Contract Administration Plan whenever there exist unresolved COR surveillance deficiencies or unresolved supervisory issues. Remember that the CDR is presented to the contractor firm's designated representative, not the contractor employee who failed to perform in accordance with the contract. That is not to say that a CDR must be completed every time there is a deviation from contract requirements. The COR or supervisor is better served by attempting to solve performance problems at the lowest level possible and in the least threatening manner possible., not by producing a CDR for every minor infraction. It is best to seek cooperative resolution, and then resort to formal documentation via a CDR if resolution cannot be reached. This approach is not intended as a license to avoid documentation of performance problems; if a problem cannot be expeditiously resolved cooperatively, the CDR process should be invoked. The CDR form is designed to produce a record of both Government and contractor positions. There is no requirement that this form be reduced to hard copy; an electronic copy attached to emails transmitted between representatives is acceptable.

9. SUPERVISOR RESPONSIBILITIES

9.1 The supervisor is the individual Government employee who is responsible for providing the day-to-day direction and control of the activities of the personal services healthcare worker. The supervisor(s) of contract personnel shall read and retain a copy of the contract and the specific task order under which the supervisor is receiving services. The supervisor shall recognize that the contract/task order protects the interests of both the Government and the contractor/contract personnel and that the contract prescribes duties and responsibilities for both parties.

9.2 This is a personal services contract and provides the supervisor with the ability to direct and control the day-to-day activities of the contract personnel. However, the supervisor shall be cognizant of the overall scope of the contract and the particular duties defined by the contract as being within that scope. The supervisor shall ensure that duties assigned to contract personnel are consistent with the duties prescribed by the contract.

9.3 The supervisor shall be cognizant of their responsibilities for supervision of contract personnel which may differ from their responsibilities regarding supervision of government personnel. This includes assignment of specific work hours; the task order may impose this responsibility on the supervisor or it may reserve work scheduling as a function for the contractor. The same may apply to the administration of leave for contract personnel. The task order will provide specific information regarding these functions and the supervisor shall become familiar with these provisions.

9.4 Under those task orders where the supervisor is responsible for administering leave, it must be noted that contract personnel do not fall under the government personnel system and that their leave balances will not be maintained by a third party. Leave balances must be maintained by the supervisor. It is recommended that the supervisor coordinate with the COR to develop and maintain an effective system (likely a spreadsheet file) to track contractor leave. Further, it is essential that a system be developed between the supervisor and the contract

personnel to ensure each is aware of the current balance so to avoid disputes regarding leave amounts accrued and used.

9.5 Regardless of whether the supervisor is responsible for administering leave for contract personnel, it is essential that the supervisor track the amount (hours) of service received from contract personnel. Coordination with the COR on this point is essential. The COR is responsible for certifying contractor invoices as being correct, i.e., representing the actual services received by the government. As the COR will not have day-to-day visibility on each contract site, contract individual, shifts worked, etc., it is absolutely essential that supervisors keep meticulous records of services received and establish a convenient means to transmit accurate, complete records to the COR for use in certifying invoices.

9.6 In general, and always keeping in mind the specific requirements and limitations prescribed by the contract, the supervisor is best served by supervising the contract personnel in the same manner as they supervise the government personnel on their staff. That is, the supervisor should not impose on contractor personnel burdens or privileges which are contrary to those imposed on other staff performing the same function, always, again, keeping in mind the requirements of the contract. When in the slightest doubt regarding this general guidance, the supervisor shall contact the COR for specific guidance and interpretation.

9.7 The supervisor's responsibility for supervision of contractor personnel extends to the normal feedback that should be provided to any employee regarding the quality of their performance. Contractor employees should be informed when they have done a good job and when they have not done a good job (failed to meet contract requirements). Counseling sessions regarding both good performance and poor performance must be documented by the supervisor; this documentation, both positive and negative, creates a critical trail that will be used for future task order award decisions. When counseling sessions for poor performance do not have a positive effect on contractor employee performance, the supervisor must contact the COR. A copy of all counseling sessions must be provided to the COR.

9.8 The supervisor should schedule regular meetings with the COR to discuss contract progress and performance. Performance problems are always most easily handled with early recognition and a consistent corrective action system. Between regularly scheduled meetings, the supervisor should contact the COR immediately upon recognition of contract performance issues. The supervisor should attempt to handle normal day-to-day individual duty performance issues through the normal supervisory methods, but contact the COR when these individual performance issues continue without resolution or when there is a pattern of non-performance across the contract personnel.

ATTACHMENT 7

Attachment 007

Pain Management Physician

1. **LABOR CATEGORY.** The contractor shall provide PAIN MANAGEMENT PHYSICIAN Services for the Naval Medical Center, San Diego.

2. **SCOPE AND PLACE OF PERFORMANCE.** The healthcare worker provides complete Pain Management Physician services at the Naval Medical Center (NMCSD) San Diego, California. Scope of duties includes direct patient services, consultation, and participation in Graduate Medical education programs. The healthcare worker also contributes to the environment of care through maintenance of a safe and supportive environment for patients, staff, and other individuals served by or providing services within the organization. The healthcare worker will follow all standard operating procedures and will participate in educational and quality improvement programs within their assigned clinical area.

3. **DUTY HOURS.** The Contractor shall provide Pain Management Physician services Monday through Friday each week, not to exceed 80 hours per 14 consecutive day period. Night, weekend, holiday service or call is not scheduled but is dependent on individual patient needs. Morning anesthesia conference service begins at 0630.

The Contractor shall provide not more than 2 credentialed individuals to satisfy this requirement.

5. DUTIES AND RESPONSIBILITIES. The health care workers shall perform full range of Pain Management Physician duties, within the scope of this statement of work, on site using government furnished supplies, facilities and equipment within the assigned unit of the hospital. Health care workers shall perform in accordance with established principles, practices and ethics of their profession and the written policies, procedures and requirements of the Naval Medical Center San Diego. Healthcare workers shall apply their knowledge and competency to the specific patient population served. The standards of performance for all health care workers shall reflect the degree of care, skill, and learning expected of a reasonably prudent health care worker in the professional category to which he or she belongs. In the management of patients referred to their care, the health care worker shall:

Provide interdisciplinary pain management, including psychological and physiotherapy evaluations and treatment options, and

Perform a pain-directed history and physical examination to understand advanced anatomical and pathophysiological mechanisms involved in both common and uncommon chronic malignant and non-malignant pain problems, and

Evaluate and manage inpatient consultations for parenteral/oral opioid conversion, and complex malignant and non-malignant pain problems, and

Evaluate and manage acute, postoperative pain includes postoperative epidural analgesia management, as well as other forms of regional infusion therapies, and

Maintain an advanced knowledge of pain management-related pharmacological principles, including the responsible use of controlled substances, and

Maintain the technical skills required to carry out diagnostic and therapeutic procedures, and

Evaluate patients appropriately for and perform procedures involved in advanced pain management techniques (e.g., lumbar, thoracic, and cervical epidural access and injection techniques; selective nerve root blocks; trigger point injections; neurolytic techniques, including radio frequency ablation techniques; neuroaugmentation techniques, including spinal cord stimulation; chronic neuraxial drug delivery techniques, including implanted intrathecal drug administration systems), and

Exhibit appropriate interpersonal interactions with patients, peer colleagues, supervising faculty, members of the interdisciplinary team, and paramedical personnel, and

Have an advanced understanding of the role of the Pain Management Physician in the palliative care of patients with end-stage disease, and

Attend the monthly Anesthesia Department meetings.

6. SPECIFIC MINIMUM PERSONNEL QUALIFICATIONS FOR PAIN MANAGEMENT PHYSICIAN. In addition to those Minimum Personnel requirements provided in Section H of the basic contract, the health care worker must also:

6.1. Possess a Doctorate Degree in Medicine from an accredited college approved by the Liaison Committee on Medical Education and Hospitals of the American Medical Association, a Doctorate Degree in Osteopathy from a college accredited by the American Osteopathic Association, or permanent certification by the Educational Commission for Foreign Medical Graduates (ECFMG), and

- 6.2. Possess certification by either (a) the American Board of Anesthesiology or the American Osteopathic Board of Anesthesiology, or (b) The American Board of Psychiatry and Neurology, or (c) The American Board of Physical Medicine and Rehabilitation, and
- 6.3. Possess subspecialty certification in Pain Management (Pain Medicine) as determined by the single standard of certification interdisciplinary subspecialty agreement of The American Board of Physical Medicine and Rehabilitation (ABPMR), The American Board of Psychiatry and Neurology (ABPN), and the American Board of Anesthesiology (ABA). If the healthcare worker is certified by the American Osteopathic Board of Anesthesiology, the requirement is a Certification of Added Qualifications (CAQ) in Pain Management, and
- 6.4. Possess a current unrestricted license to practice as a physician in any one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands, and
- 6.5. Posses and maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardiopulmonary Resuscitation) for the Professional Rescuer; or equivalent, and
- 6.6. Possess and maintain current certification in Advanced Cardiac Life Support (ACLS), and
- 6.7. Possess a current Drug Enforcement Agency certification (DEA number), and
- 6.8. Possess one year of subspecialty experience following receipt of the credential contained in paragraph 6.3 above, and
- 6.9. Successfully have completed at least 50 hours of continuing medical education within the last 36 months.

Exhibit/Attachment Table of Contents

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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 622110.

(2) The small business size standard is \$29 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

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(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

1. SUBMISSION OF COST OR PRICING DATA

1.1. It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit additional cost or price data or certify cost or pricing data with its proposal.

1.2. If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-3 and 15.403-4, the Contracting Officer shall require each offeror to submit additional information to determine price fairness and reasonableness, cost realism, or to certify cost or pricing data.

2. RESERVED.

3. INSTRUCTIONS FOR PREPARATION OF PROPOSALS

3.1. Introduction and Purpose. This section specifies the format and content that offerors shall use in response to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to require uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is both in the format prescribed herein and is comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete: avoiding unnecessary, irrelevant, unrelated, unsubstantiated, illogical, vague and/or expansive discussions. Clarity, completeness, and responsiveness are of the utmost importance. Proposals shall be in the form prescribed by, and shall contain a response to, each identified in this paragraph. Any proposal that does not offer as a minimum that which is requested in this solicitation may be determined to be substantially incomplete and not warrant any further consideration. A complete proposal, including both Technical and Business, shall be submitted by the closing date specified in Section A of the solicitation.

3.2. Proposals shall be submitted electronically. Upon receipt of the electronic file Business Proposal.xls from the Contracting Officer, offerors shall submit their proposals on 2 offeror provided 3.5" diskettes or CD-R(s) (all hereafter referred to as "diskettes"). If an offeror is late submitting any diskette or any file is missing from their diskette proposal, their entire proposal will be considered late.

3.2.1. Offerors are responsible for assuring that the diskettes forwarded in response to this solicitation are neither damaged nor unreadable. Diskettes shall be formatted using either Microsoft Windows (tm) (v 95 or greater). All files shall be submitted using either Microsoft Word (tm) (v 97 or greater for the .doc files) or Microsoft Excel (tm) (v 97 or greater for the .xls files). Offerors shall assure that all files are in a "read only" format and not subject to change. Files shall not be password protected. Offerors shall accept the formatting, style, pitch/point, margins and other formatting imbedded in these electronic documents as provided. The Government will accept no changes. The file that contains the Contractor's Experience and Past Performance shall be named, "[name of offeror] Past Performance.doc" when it is submitted. The file, "Business Proposal.xls" must be requested from the Contracting Officer as stated above. When it is submitted to the Contracting Officer, it shall be renamed, "[name of offeror] Business Proposal.xls".

3.3. Diskette 1 shall each contain the offeror's Experience and Past Performance. The Contractor shall provide their most current and relevant experience to demonstrate that they have provided the labor categories identified in CLINs 0001-0002 and 0004 of Section B. The Contractor shall address each item below; if they have no relevant past performance, they shall affirmatively state that they possess no relevant past performance. In selecting the most relevant information, the Contractor may include information that demonstrates the experiences or capabilities of corporate officials, sub-Contractors, and/or teaming partners. The Contractor shall include:

- a. The Contractor's experience including a brief description of services provided and an explanation of how that experience is directly related and/or similar or relevant to the scope, magnitude, and complexity of the requirement (within CLINs 0001, 0002, 0004) to include services that have been provided for at least 5 years, and
- b. References to include a verified point of contact at the federal, state, local government, private, or commercial entity for whom the services were performed (NOTE: The offeror is responsible for ensuring that all points of contact provided as references are current and appropriate, and that the phone numbers provided are valid), and
- c. Sub-contracting and teaming information if a sub-contracting and/or teaming approach will be used. If no sub-contracting and/or teaming approach will be used, so state. Otherwise,

Describe the experience of the offeror's sub-contractor(s)/teaming partner(s) that are relevant to the requirements of CLINs 0001-0002 and 0004. This narrative discussion shall contain sufficient specificity and detail to assess its relevance.

Provide letters from the sub-contractor(s) and/or teaming partner(s) that acknowledge the teaming arrangement and their participation if a contract is awarded. This acknowledgement may be a simple statement on letterhead paper, signed by an authorized representative who can be contacted telephonically by the Government. Therefore, accurate and legible telephone numbers shall be provided.

Provide (at the offeror's choice, within the same letter) information from the sub-Contractor(s) and/or teaming partner(s) indicating the duties or performance responsibilities of each partner organization in the specific areas of recruitment, initial and ongoing credentialing, and overall project management.

Explain how these teaming arrangements will be used in the decision-making process within the contract. Which specific areas are delegated to the teaming partner and which are retained? How will the offeror hold the teaming partner accountable for non-performance or unacceptable performance?

3.4. Diskette 2 shall each contain the Offeror's Business Proposal. The Contractor shall include the Government-provided electronic file Business Proposal.xls. Included within Business Proposal.xls are Supplemental Pricing Worksheets for each separately priced position for CLINs 0001, 0002, and 0004. The offeror shall complete all the Supplemental Pricing Worksheets within Business Proposal.xls. An example of a Supplemental Pricing Worksheet is contained in Attachment 005. The Business Proposal must include the following:

- a. A completed Standard Form 33. This form must be downloaded, printed, completed, signed and mailed/delivered by the offeror with the diskettes and,
- b. An acknowledgment of any amendments issued by the Government prior to the receipt of proposals and,
- c. A completed Section K containing the Representations, Certifications and Other Statements of Offerors contained in Section K of this solicitation. This form must be downloaded, printed, completed, signed and mailed/delivered by the offeror with the diskettes and,
- d. A completed Business Proposal.xls. Business Proposal.xls matches Section B of this solicitation exactly. The offeror shall complete the boxes in that file shaded in light blue. The spreadsheet will calculate the remaining totals including the total price for CLINs 0001, 0002 and 0004. The information that is provided in Business Proposal.xls for CLINs 0001, 0002 and 0004 will be used to determine price realism during the evaluation of the offeror's proposal. In completing Business Proposal.xls, the Contractor shall:

1. Include both the lowest proposed compensation rate and the average compensation rate for each labor category on each Supplemental Pricing Worksheet within Business Proposal.xls for CLINs 0001, 0002 and 0004. The information provided in the Supplemental Pricing Worksheets will also be used to determine price realism during the evaluation of the offeror's proposal. A sample of the Supplemental Pricing Worksheets is shown in Attachment

005. Source Information for each Supplemental Pricing Worksheet shall be provided at the bottom of each Supplemental Pricing Worksheet following the notation "Source Information Notes".

2. The Task Order awardee is not prohibited from paying a range of compensation rates in a particular labor category, but under no circumstances shall the compensation rate be lower than that included as the lowest proposed compensation rate shown on each Supplemental Pricing Worksheet.

4. PROPOSAL EVALUATION

4.1. Experience and Past Performance is significantly more important than the combined Business Proposal evaluation factors (Completeness, Reasonableness, and Realism).

4.2. The Government reserves the right to award without discussions. An award may be made to other than the lowest priced offer; offerors are therefore cautioned that their initial offer should contain their best terms.

4.3. The Government may eliminate offerors by setting the competitive range following initial offer evaluation of the past performance and business proposals. If the Government sets a competitive range, discussions will be conducted only with the remaining offerors. Discussions may be in person, by telephone, or in writing at the discretion of the contracting officer.

4.4. The awarded contract will include the requirements of CLINs 0001 and 0002 for the period 01 July 2004 through 30 September 2004. Task Orders for the base period will be issued concurrent with the award of the contract.

4.5 Technical Proposal Evaluation.

a. Experience and Past Performance. The Government will evaluate the "risk to the Government" associated with the offeror's experience and past performance. The Government will give greater consideration to the offeror's experience and past performance (for CLINs 0001-0002 and 0004) that is most relevant to the solicitation. Experience and past performance not as relevant will warrant a greater technical risk assessment. The most relevant experience and past performance will be that which most closely match the solicitation requirements in terms of:

1. Scope (i.e. services in a clinical environment in a teaching hospital setting). The most relevant scope is anesthesiology experience that meets the requirements of CLINs 0001 and 0002 as well as the requirements of CLIN 0004 for the most recent 5 years.

2. Magnitude (i.e. the numbers of persons employed by the offeror by labor category). The most relevant demonstration of magnitude is experience providing the number of personnel required to provide the number of hours required in CLINs CLINs 0001, and 0002 in an anesthesiology service as well as experience for the requirements of CLIN 0004 for the most recent 5 years.

3. Complexity (i.e. the range and depth of labor categories, geographic similarity to the requirement [i.e. metropolitan versus rural]), single/multi-site, community/family practice or teaching hospital). The most relevant complexity would be experience providing the number of personnel required to provide the number of hours required in CLINs 0001 and 0002 as well as most of the requirements of CLIN 0004 for anesthesia experience in a teaching hospital in an urban/metropolitan location(s) for the most recent 5 years.

b. Comparable medical experience providing other services, other specialties, or in other venues is relevant, but significantly less relevant than comparable anesthesia experience. For example, non-hospital based specialty medical experience or non-anesthesia experience will warrant a higher risk rating. Additionally, dental experience is not relevant to this requirement.

c. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance. Also, the Government will not restrict its past

performance evaluation to the information submitted by offerors but will consider any other information in its possession.

4.6. Volume II Business Proposal Evaluation.

a. Adequate price competition is expected for this acquisition. The Business Proposal will be evaluated with consideration to the following factors:

1. Completeness. All price information required by the Request for Proposal (RFP) has been submitted, and
 2. Reasonableness. The degree to which the proposed prices compare to the prices that a reasonable and prudent person would expect to pay for the same or similar services, and
 3. Realism. The offeror's CLIN prices and information provided on the Supplemental Pricing Worksheets. The Contracting Officer will use the Supplemental Pricing Worksheet minimum compensation information to determine the price realism of the proposed compensation. The Contracting Officer will also use the average compensation within the Supplemental Pricing Worksheet for best value determinations. The offeror's CLIN prices and Supplemental Pricing Worksheet will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and related risks during contract performance.
5. TECHNICAL QUESTIONS. Offerors must submit all technical questions concerning this solicitation in writing to the Contract Specialist listed below. The Naval Medical Logistics Command must receive the questions not later than 15 calendar days after the issue date (Block 5 of SF 33) of this solicitation. The Contract Specialist will answer questions that may affect offers in an amendment to the solicitation. The Contract Specialist will not disclose the source of the questions. Questions shall be referred to:

Naval Medical Logistics Command
ATTN: Code 220
1681 Nelson Street
Fort Detrick, MD 21702-9203
Telephone: (301) 619-2151
FAX (301) 619-6793
mailto:Smovercash@nmlc.med.navy.mil

6. LIMITATION OF PAYMENT FOR PERSONAL SERVICES. Under the provisions of 10 U.S.C. 1091 and DODI 6025.5, "Personal Services Contracting", implemented 6 January 1995, the total amount of compensation paid to an individual direct health care provider in any year cannot exceed the full time equivalent annual rate specified in 10 U.S.C. 1091.

7. PRE-PROPOSAL CONFERENCE. The Government will not conduct a pre-proposal conference for this acquisition.

8. SITE VISITS. Offerors are advised that the Government will not offer a site visit for this acquisition.

9. REVIEW OF AGENCY PROTESTS

9.1. The contracting activity, Naval Medical Logistics Command, will process agency protests in accordance with the requirements set forth in FAR 33.101(d).

9.2. Pursuant to FAR 33.101(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or a protester may appeal a decision rendered by a Contracting Officer to the appropriate reviewing authority.

9.3. The reviewing authority for the contract officer is the Director of Acquisition Management, Naval Medical Logistics Command, Code 02, 1681 Nelson Street, Fort Detrick, MD 21702-9203. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the, "Contracting Officer" or the, "Reviewing Official".

9.4. Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.233-2	Service Of Protest	AUG 1996
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

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

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

<http:farsite.hill.af.mil>

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

1. EVALUATION CRITERIA AND BASIS FOR AWARD.

1.1. The Government intends to make a single award, indefinite delivery indefinite quantity (ID/IQ) contract resultant from the issuance of this solicitation to the most responsible offeror submitting a proposal that is determined most advantageous to the Government, price and other factors considered. The evaluation of proposals will be based on a technical evaluation of Experience and Past Performance and the Business Proposal submitted by each offeror. An award under this procurement will be made to the offeror determined to be the best value to the Government.

1.2. The factor of Experience and Past Performance is significantly more important than the combined Business Proposal evaluation factors (Completeness, Reasonableness, and Realism). However, the closer the merits of the technical proposal are to one another, the greater will be the importance of Price in making the award determination. In the event that two or more proposals are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest priced offer if the Government determines that a price premium is warranted due to the technical merit of the proposal.

1.3. The Government reserves the right to award without discussions. An award may be made to other than the lowest priced offer; offerors are therefore cautioned that their initial offer should contain their best terms.

1.4. Technical Proposals submitted in response to this solicitation will be evaluated in accordance with the technical factor of Experience and Past Performance (see Section L, paragraph 4.5).

1.5. Business Proposals submitted response to this solicitation will be evaluated in consideration of Completeness, Reasonableness, and Realism (see Section L, paragraph 4.6).

1.6. Competitive Range. In accordance with FAR 15.306(c), "Competitive Range", the Government will evaluate all proposals and, if discussions are to be conducted, the Government will establish a competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer will establish a competitive range comprised of all the most highly rated proposals. The Contracting Officer may further reduce the competitive range for purposes of efficiency. Discussions may be in person, be telephone, or in writing at the discretion of the Contracting Officer. Section L, paragraphs 4.5 and 4.6 list the factors that will be used to evaluate each offeror's proposal.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)