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|---|--|--|--|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. | | PAGE 1 OF 118 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. | | 5. SOLICITATION NUMBER 36C25618R0296 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Martin Priest | | b. TELEPHONE NO. (No Collect Calls) 318-466-4371 | | 6. SOLICITATION ISSUE DATE 03-21-2018 | |
| 9. ISSUED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK CONTRACTING OFFICE 16 ALEXANDRIA VA HEALTH CARE SYSTEM PO BOX 69004 ALEXANDRIA LA 71306-9004 | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 621111 SIZE STANDARD: \$11 Million | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A | |
| 15. DELIVER TO DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTHCARE SYSTEM OF THE OZARKS 1100 N. COLLEGE AVENUE Fayetteville AR 72703 | | | | 16. ADMINISTERED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK CONTRACTING OFFICE 16 ALEXANDRIA VA HEALTH CARE SYSTEM 2495 SHREVEPORT HIGHWAY PINEVILLE LA 71360-4004 | | | |
| 17a. CONTRACTOR/OFFEROR | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY | | CODE | |
| TELEPHONE NO. | | DUNS: | | DUNS+4: | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | | | | | | |
| 19. ITEM NO. | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | GENERAL SURGEONS TO PERFORM ON SITE PROCECEDURES AND SERVICES PER THE PERFORMANCE WORK STATMENT AND SCHEDULE BELOW - PAGES 35 - 62 | | | | 23. UNIT PRICE | |
| | | | | | | 24. AMOUNT | |
| | | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Martin Priest NCO1616L2-68195 | | 31c. DATE SIGNED | |

Table of Contents

| | |
|--|-----------|
| SECTION A..... | 1 |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... | 1 |
| SECTION B - CONTINUATION OF SF 1449 BLOCKS..... | 4 |
| B.1 CONTRACT ADMINISTRATION DATA..... | 4 |
| B.2 SCHEDULE OF SERVICES | 7 |
| B.3 PERFORMANCE WORK STATEMENT | 35 |
| SECTION C - CONTRACT CLAUSES | 64 |
| C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) | 64 |
| C.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)..... | 64 |
| C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) | 66 |
| C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018) ALTERNATE I (FEB 2000) | 73 |
| C.5 52.216-18 ORDERING (OCT 1995) | 80 |
| C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)..... | 80 |
| C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995) | 80 |
| C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)..... | 81 |
| C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)..... | 81 |
| C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS | 81 |
| C.11 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)..... | 82 |
| C.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) | 82 |
| C.13 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)..... | 83 |
| C.14 52.237-3 CONTINUITY OF SERVICES (JAN 1991) | 83 |
| C.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... | 84 |
| C.16 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008) | 85 |
| C.17 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009) | 85 |
| C.18 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)..... | 85 |
| C.19 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992) | 85 |
| C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) | 85 |
| C.21 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008) | 87 |
| C.22 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)..... | 88 |
| C.23 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)..... | 88 |
| SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS | 89 |

SECTION E - SOLICITATION PROVISIONS 90

| | |
|--|-----|
| E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)..... | 90 |
| E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) | 95 |
| E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017) | 97 |
| E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) ... | 114 |
| E.5 52.216-1 TYPE OF CONTRACT (APR 1984)..... | 115 |
| E.6 52.233-2 SERVICE OF PROTEST (SEP 2006) | 115 |
| E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008) | 115 |
| E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION) | 116 |
| E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) | 117 |
| E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) | 117 |
| E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)..... | 118 |

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256 Martin Priest 318-466-4371;

DEPARTMENT OF VETERANS AFFAIRS

NETWORK CONTRACTING OFFICE 16

ALEXANDRIA VA HEALTH CARE SYSTEM

PO BOX 69004

ALEXANDRIA LA 71306-9004

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

SUBCONTRACTING COMMITMENTS—MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary

information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

B.2 SCHEDULE OF SERVICES

SCHEDULE OF SERVICES

1. The Contractor shall furnish all personnel to provide services necessary to perform onsite General Surgery Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, Fayetteville, AR, (hereinafter referred to as VAMC). The contractor's physician (s)' care shall cover the range of General Surgery services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards
<http://www.absurgery.org/default.jsp?policyhomeegs> as established by the American Board of General Surgery <http://www.absurgery.org/>.
2. Place of Performance: Services shall be provided on site, VAMC, 1100 N. College Ave., Fayetteville, AR 72703
3. Pricing Instructions:

The offeror is instructed to include all other than price and cost information supporting the proposed price as directed in Instructions to Offerors addendum to 52.212-1 and/or Section D-Contract Documents, Exhibits, or attachments, VA Directive 1663.
4. Pricing Instructions:

Offerors must fill out the cells in the following columns in the Price Schedule for EA Contract Line Item Number (CLIN). For pricing and evaluation purposes, the current CMS rates should be used in completing EA CLIN for the base year and option years.

 - 4.1 Throughout the life of the contract the VA will pay the awarded firm fixed percentage of the Medicare rate effective at the time the service is provided by the Contractor.
 - 4.2 This basis of the contractor's proposed fixed percentage of Medicare rate will be used by the Government for future pricing of additional codes/procedures and for reimbursement under the contract. The basis of estimate used for your fixed price, i.e. the way that your price is calculated, shall remain the same throughout the life of the contract and may be validated by post award audits.
 - 4.3 If post-operative aftercare will be provided at the VAMC facility (as indicated in the PWS), the contractor shall reduce their proposed price per code by the percentage indicated on the CMS website (10%) assigned to post-operative part of the procedure.
 - 4.4 The Offeror shall complete the attached price schedule for the performance location proposed. No CLINS or codes should be left blank. If for some reason a code on the schedule has expired or is for any other reason unusable, offerors shall annotate the Price per Code block with "N/A" or otherwise notate the replacement code.

4.5 The Offeror shall base pricing on the application of Medicare reimbursement rules. For routine care, it is expected that VAMC patients will have prescriptions filled at VA pharmacies. All spreadsheets must be submitted in Microsoft Excel and without protected/locked portions or other methods which prevent or do not facilitate expeditious pricing validation. PDF files and similarly constructed files are not acceptable.

4.6 Indicate source for CMS rate proposed (Identify source and Internet link):

Indicate the offeror's CMS practice expense (PE) designation for the rate proposed: (facility or non-facility): _____

5. Ordering Procedures: Task orders will be issued by the Contracting Officer to fund services provided against the contract. These task orders will be issued for no more than a 12-month period.

5.1 The minimum quantity that the Government will order under this IDC Contract is \$10,000.00 and the maximum amount for the contract base and all option periods will not exceed \$5,000,000.000.

6. Completing the Schedule of Services:

6.1 % of CMS UNIT COST: Place the percentage of the CMS Unit Cost that the offeror is willing to accept. This percentage should be a value below 100%.

6.2 FFP PRICE: This is the Proposed FIXED PRICE of the identified HCPC by CLIN. It is computed by multiplying the CMS UNIT COST times the % of CMS UNIT COST

6.3 Estimated Total Annual Cost: This this cost of the Proposed FIXED PRICE x the EST. QTY

6.4 The CMS UNIT COST is already included. Offeror will only need to include the % of CMS Unit Cost they are willing to accept. Note that since the work is being accomplished ON-SITE at the VHSO facility that only the Professional Element Modifier 26 is priced or if no Professional Element Modifier 26, the Participating Provider cost is used "When performed in a facility setting".

7. Options: For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows:

7.1 The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the

same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

SCHEDULE OF SERVICES: Period of Performance - BASE: 01 June 2018 to 31 May 2019

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 0001 | 10021 | Fna w/o image | 2 | EA | \$66.51 | % | \$ | \$ |
| 0002 | 10060 | Drainage of skin abscess | 28 | EA | \$91.82 | % | \$ | \$ |
| 0003 | 10061 | Drainage of skin abscess | 12 | EA | \$169.55 | % | \$ | \$ |
| 0004 | 10081 | Drainage Pilonidal Cyst | 1 | EA | \$160.77 | % | \$ | \$ |
| 0005 | 10120 | Remove foreign body | 2 | EA | \$97.36 | % | \$ | \$ |
| 0006 | 10121 | Remove foreign body | 1 | EA | \$175.16 | % | \$ | \$ |
| 0007 | 10140 | Drainage hematoma | 1 | EA | \$111.88 | % | \$ | \$ |
| 0008 | 10180 | Complex Drainage Wound | 1 | EA | \$166.31 | % | \$ | \$ |
| 0009 | 11008 | Remove mesh from abd wall | 1 | EA | \$260.88 | % | \$ | \$ |
| 0010 | 11011 | Debride skin musc at fx site | 1 | EA | \$285.01 | % | \$ | \$ |
| 0011 | 11012 | Debride skin bone at fx site | 2 | EA | \$402.87 | % | \$ | \$ |
| 0012 | 11042 | Debride Sub Tissue 10 sq cm/< | 2 | EA | \$59.25 | % | \$ | \$ |
| 0013 | 11043 | Deb musc/fascia 20 sq cm/< | 1 | EA | \$148.71 | % | \$ | \$ |
| 0014 | 11044 | Deb Bone 20 sq cm/< | 3 | EA | \$220.20 | % | \$ | \$ |
| 0015 | 11100 | Biopsy Skin Lesion | 31 | EA | \$46.82 | % | \$ | \$ |
| 0016 | 11101 | Biopsy skin add-on | 22 | EA | \$23.85 | % | \$ | \$ |
| 0017 | 11200 | Removal of skintags <w/15 | 9 | EA | \$68.84 | % | \$ | \$ |
| 0018 | 11201 | Remove skintags add-on | 1 | EA | \$16.29 | % | \$ | \$ |
| 0019 | 11300 | Shave skin lesion 0.5cm/< | 25 | EA | \$33.93 | % | \$ | \$ |
| 0020 | 11301 | Shave skin lesion 0.6-1.0 cm | 6 | EA | \$51.21 | % | \$ | \$ |
| 0021 | 11302 | Shave skin lesion 1.1-2.0 cm | 16 | EA | \$60.37 | % | \$ | \$ |
| 0022 | 11305 | Shave skin lesion 0.5cm/< | 4 | EA | \$38.10 | % | \$ | \$ |
| 0023 | 11306 | Shave skin lesion 0.6-1.0 cm | 9 | EA | \$50.34 | % | \$ | \$ |
| 0024 | 11310 | Shave skin lesion 0.5 cm | 5 | EA | \$45.52 | % | \$ | \$ |
| 0025 | 11311 | Shave skin lesion 0.6-1.0 cm | 11 | EA | \$62.80 | % | \$ | \$ |
| 0026 | 11400 | Exc tr-ext b9+marg 0.5 cm < | 26 | EA | \$75.59 | % | \$ | \$ |
| 0027 | 11402 | Exc tr-ext b9+marg 1.1-2 cm | 32 | EA | \$107.51 | % | \$ | \$ |
| 0028 | 11403 | Exc tr-ext b9+marg 2.1 - 3 cm | 48 | EA | \$138.28 | % | \$ | \$ |
| 0029 | 11404 | Exc tr-ext b9+marg 3.1 - 4 cm | 8 | EA | \$151.96 | % | \$ | \$ |
| 0030 | 11406 | Exc tr-ext b9+marg >4.0 cm | 14 | EA | \$231.96 | % | \$ | \$ |
| 0031 | 11420 | Exc h-f-nk-sp b9+marg < 0.5 | 7 | EA | \$76.71 | % | \$ | \$ |
| 0032 | 11421 | Exc h-f-nk-sp b9+marg 0.6 - 1 | 13 | EA | \$103.53 | % | \$ | \$ |
| 0033 | 11422 | Exc h-f-nk-sp b9+marg 1.1 - 2 | 8 | EA | \$128.03 | % | \$ | \$ |
| 0034 | 11423 | Exc h-f-nk-sp b9+marg 2.1-3 | 2 | EA | \$147.03 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|----------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 0035 | 11424 | Exc h-f-nk-sp b9+marg 3.1 - 4 | 1 | EA | \$169.04 | % | \$ | \$ |
| 0036 | 11426 | Exc h-f-nk-sp b9+marg >4 | 9 | EA | \$259.90 | % | \$ | \$ |
| 0037 | 11441 | Exc Face-MM b9+marg 0.6-1 cm | 5 | EA | \$123.05 | % | \$ | \$ |
| 0038 | 11442 | Exc Face-MM b9+marg 1.1-2 cm | 5 | EA | \$135.87 | % | \$ | \$ |
| 0039 | 11444 | Exc Face-MM b9+marg 3.1-4 cm | 1 | EA | \$213.73 | % | \$ | \$ |
| 0040 | 11600 | Exc tr-ext mal+marg 0.5 cm/< | 9 | EA | \$112.94 | % | \$ | \$ |
| 0041 | 11601 | Exc TR-Ext Mal+marg 0.6-1 cm | 23 | EA | \$140.70 | % | \$ | \$ |
| 0042 | 11602 | Exc TR-Ext Mal+marg 1.1-2 CM | 16 | EA | \$154.80 | % | \$ | \$ |
| 0043 | 11603 | Exc TR-Ext Mal+marg 2.1-3 cm | 2 | EA | \$185.67 | % | \$ | \$ |
| 0044 | 11606 | Exc TR-Ext Mal+marg >4 cm | 1 | EA | \$303.71 | % | \$ | \$ |
| 0045 | 11620 | Exc h-f-nk-sp Mal+marg .05/cm < | 4 | EA | \$114.14 | % | \$ | \$ |
| 0046 | 11621 | Exc h-f-nk-sp Mal+marg 0.6 - 1 | 2 | EA | \$141.58 | % | \$ | \$ |
| 0047 | 11622 | Exc h-f-nk-sp Mal+mrg 1.1-2 | 4 | EA | \$162.03 | % | \$ | \$ |
| 0048 | 11623 | Exc s/n/h/f/g mal+mrg 2.1-3 | 1 | EA | \$201.23 | % | \$ | \$ |
| 0049 | 11624 | Exc h-f-nk-sp Mal+mrg 3.1-4 | 1 | EA | \$227.94 | % | \$ | \$ |
| 0050 | 11640 | Exc h-f-nk-sp Mal | 4 | EA | \$118.04 | % | \$ | \$ |
| 0051 | 11641 | Exc f/e/e/n/l mal+marg 0.6-1 | 2 | EA | \$147.54 | % | \$ | \$ |
| 0052 | 11642 | Exc f/e/e/n/l mal+marg 1.1 - 2 | 5 | EA | \$173.87 | % | \$ | \$ |
| 0053 | 11643 | Exc f/e/e/n/l mal+marg 2.1 - 3 | 1 | EA | \$218.24 | % | \$ | \$ |
| 0054 | 11646 | Exc f/e/e/n/l mal+mrg >4 cm | 1 | EA | \$375.11 | % | \$ | \$ |
| 0055 | 12001 | Rpr s/n/ax/gen/trnk 2.5cm/< | 1 | EA | \$42.57 | % | \$ | \$ |
| 0056 | 12004 | Rpr s/n/ax/gen/trk7.6-12.5cm | 1 | EA | \$70.22 | % | \$ | \$ |
| 0057 | 12011 | Repair f/e/e/n/l/m 2.5 cm/< | 1 | EA | \$53.04 | % | \$ | \$ |
| 0058 | 12013 | Repair f/e/e/n/l/m 2.6-5.0 cm | 1 | EA | \$55.92 | % | \$ | \$ |
| 0059 | 15734 | Muscle Skin Grft Trunk | 8 | EA | \$1,424.92 | % | \$ | \$ |
| 0060 | 16035 | Incision of burn scab initi | 1 | EA | \$188.01 | % | \$ | \$ |
| 0061 | 17000 | Destruction Premalig Lesion | 26 | EA | \$49.36 | % | \$ | \$ |
| 0062 | 17003 | Destruction Premalig Lesion 2-14 | 31 | EA | \$2.28 | % | \$ | \$ |
| 0063 | 17004 | Destroy premal lesions 15/> | 1 | EA | \$93.75 | % | \$ | \$ |
| 0064 | 17282 | Destruction Skin Lesion | 1 | EA | \$136.19 | % | \$ | \$ |
| 0065 | 19120 | Removal of breast lesion | 2 | EA | \$386.03 | % | \$ | \$ |
| 0066 | 19300 | Removal of breast tissue | 6 | EA | \$385.98 | % | \$ | \$ |
| 0067 | 21012 | Exc face les sbq 2 cm/> | 1 | EA | \$317.51 | % | \$ | \$ |
| 0068 | 21552 | Exc Face Less SBQ 3 cm /> | 2 | EA | \$418.47 | % | \$ | \$ |
| 0069 | 21554 | Exc Face Less SBQ 5 cm /> | 2 | EA | \$687.25 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 0070 | 21555 | Exc Neck Less SC < 3 cm | 1 | EA | \$285.34 | % | \$ | \$ |
| 0071 | 21920 | Biopsy Soft Tissue Back | 1 | EA | \$150.51 | % | \$ | \$ |
| 0072 | 21931 | Exc back les sc 3 cm/> | 1 | EA | \$440.75 | % | \$ | \$ |
| 0073 | 21933 | Exc back tum deep 5 cm/> | 1 | EA | \$692.87 | % | \$ | \$ |
| 0074 | 22900 | Exc Abdl Tum Deep < 5 cm | 1 | EA | \$529.68 | % | \$ | \$ |
| 0075 | 22903 | Exc Abd less SC 3 cm /> | 2 | EA | \$411.41 | % | \$ | \$ |
| 0076 | 28800 | Amputation of midfoot | 1 | EA | \$513.78 | % | \$ | \$ |
| 0077 | 28805 | Amputation thru metatarsal | 4 | EA | \$699.25 | % | \$ | \$ |
| 0078 | 28810 | Amputation toe & metatarsal | 4 | EA | \$408.03 | % | \$ | \$ |
| 0079 | 28820 | Amputation toe | 10 | EA | \$375.75 | % | \$ | \$ |
| 0080 | 32551 | Insertion of chest tube | 8 | EA | \$151.20 | % | \$ | \$ |
| 0081 | 36260 | Insertion of infusion pump | 1 | EA | \$608.27 | % | \$ | \$ |
| 0082 | 36561 | Insert tunneled cv cath | 8 | EA | \$323.77 | % | \$ | \$ |
| 0083 | 36589 | Insert non-tunnel cv cath | 3 | EA | \$131.20 | % | \$ | \$ |
| 0084 | 36590 | Removal tunneled cv cath | 4 | EA | \$181.39 | % | \$ | \$ |
| 0085 | 37609 | Temporal artery procedure | 2 | EA | \$194.96 | % | \$ | \$ |
| 0086 | 38100 | Removal of spleen total | 1 | EA | \$1,090.72 | % | \$ | \$ |
| 0087 | 38500 | Biopsy/removal lymph nodes | 1 | EA | \$238.61 | % | \$ | \$ |
| 0088 | 38510 | Biopsy/removal lymph nodes | 2 | EA | \$395.47 | % | \$ | \$ |
| 0089 | 43215 | Esophagoscopy flex remove fb | 4 | EA | \$137.05 | % | \$ | \$ |
| 0090 | 43220 | Esophagoscopy balloon <30mm | 2 | EA | \$114.43 | % | \$ | \$ |
| 0091 | 43232 | Esophagoscopy w/us needle bx | 8 | EA | \$195.19 | % | \$ | \$ |
| 0092 | 43235 | Egd diagnostic brush wash | 389 | EA | \$119.86 | % | \$ | \$ |
| 0093 | 43236 | Upper GI Scope W/Submuc Inj | 2 | EA | \$135.47 | % | \$ | \$ |
| 0094 | 43239 | Egd biopsy single/multiple | 689 | EA | \$135.16 | % | \$ | \$ |
| 0095 | 43245 | Egd dilate stricture | 7 | EA | \$171.48 | % | \$ | \$ |
| 0096 | 43246 | Place gastrostomy tube | 21 | EA | \$195.13 | % | \$ | \$ |
| 0097 | 43247 | Egd remove foreign body | 9 | EA | \$173.51 | % | \$ | \$ |
| 0098 | 43248 | Uppr GI Endoscopy/Guide Wire | 9 | EA | \$162.66 | % | \$ | \$ |
| 0099 | 43249 | Esoph egd dilation <30 mm | 27 | EA | \$149.84 | % | \$ | \$ |
| 0100 | 43250 | Egd cautery tumor polyp | 20 | EA | \$165.95 | % | \$ | \$ |
| 0101 | 43251 | Egd remove lesion snare | 17 | EA | \$192.43 | % | \$ | \$ |
| 0102 | 43255 | Egd control bleeding any | 1 | EA | \$197.03 | % | \$ | \$ |
| 0103 | 43280 | Laparoscopy fundoplasty | 1 | EA | \$1,021.31 | % | \$ | \$ |
| 0104 | 43450 | Dilate Esophagus 1/mult pass | 40 | EA | \$77.23 | % | \$ | \$ |
| 0105 | 43633 | Removal of stomach partial | 2 | EA | \$1,817.70 | % | \$ | \$ |
| 0106 | 43760 | Change gastrostomy tube | 23 | EA | \$45.45 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 0107 | 43800 | Reconstruction Pylorus | 1 | EA | \$877.18 | % | \$ | \$ |
| 0108 | 43830 | Place gastrostomy tube | 7 | EA | \$658.94 | % | \$ | \$ |
| 0109 | 44050 | Reduce bowel obstruction | 3 | EA | \$882.83 | % | \$ | \$ |
| 0110 | 44120 | Removal Small Intestine | 4 | EA | \$1,158.68 | % | \$ | \$ |
| 0111 | 44139 | Mobilization of colon | 4 | EA | \$115.76 | % | \$ | \$ |
| 0112 | 44140 | Partial removal of colon | 4 | EA | 1,270.05 | % | \$ | \$ |
| 0113 | 44141 | Partial removal of colon | 1 | EA | \$1,72.56 | % | \$ | \$ |
| 0114 | 44145 | Partial removal of colon | 3 | EA | \$1,575.39 | % | \$ | \$ |
| 0115 | 44147 | Partial removal of colon | 2 | EA | \$1,842.80 | % | \$ | \$ |
| 0116 | 44160 | Removal of colon | 2 | EA | \$1,176.29 | % | \$ | \$ |
| 0117 | 44188 | Lap Colostomy | 1 | EA | \$1,160.61 | % | \$ | \$ |
| 0118 | 44204 | Laparo partial colectomy | 5 | EA | \$1,462.25 | % | \$ | \$ |
| 0119 | 44205 | Lap colectomy part w/ileum | 5 | EA | \$1,272.08 | % | \$ | \$ |
| 0120 | 44207 | L colectomy/coloproctostomy | 4 | EA | \$1,736.07 | % | \$ | \$ |
| 0121 | 44213 | Lap mobil splenic fl add-on | 2 | EA | \$180.27 | % | \$ | \$ |
| 0122 | 44300 | Open Bowel to Skin | 1 | EA | \$795.11 | % | \$ | \$ |
| 0123 | 44320 | Colostomy | 2 | EA | \$1,137.92 | % | \$ | \$ |
| 0124 | 44380 | Small Bowel Endoscopy | 1 | EA | \$54.95 | % | \$ | \$ |
| 0125 | 44388 | Colonoscopy thru stoma spx | 4 | EA | \$75.19 | % | \$ | \$ |
| 0126 | 44389 | Colonoscopy with Biopsy | 1 | EA | \$168.07 | % | \$ | \$ |
| 0127 | 44602 | Suture small intestine | 1 | EA | \$1,338.26 | % | \$ | \$ |
| 0128 | 44604 | Suture large intestine | 1 | EA | \$1,003.20 | % | \$ | \$ |
| 0129 | 44625 | Repair bowel opening | 1 | EA | \$967.77 | % | \$ | \$ |
| 0130 | 44626 | Repair bowel opening | 5 | EA | \$1,521.50 | % | \$ | \$ |
| 0131 | 44640 | Repair bowel-skin fistula | 1 | EA | \$1,329.96 | % | \$ | \$ |
| 0132 | 44650 | Repair bowel fistula | 1 | EA | \$1,374.17 | % | \$ | \$ |
| 0133 | 44661 | Repair Bowel-Bladder Fistula | 1 | EA | \$1,479.11 | % | \$ | \$ |
| 0134 | 44900 | Drain App Abscess Open | 1 | EA | \$730.48 | % | \$ | \$ |
| 0135 | 44960 | Appendectomy | 2 | EA | \$825.11 | % | \$ | \$ |
| 0136 | 44970 | Laparoscopy appendectomy | 21 | EA | \$566.21 | % | \$ | \$ |
| 0137 | 45100 | Biopsy Rectum | 1 | EA | \$282.26 | % | \$ | \$ |
| 0139 | 45112 | Removal Rectum | 1 | EA | \$1,793.14 | % | \$ | \$ |
| 0139 | 45171 | Exc Tect Tum Transanal Part | 1 | EA | \$567.15 | % | \$ | \$ |
| 0140 | 45172 | Exc rect tum transanal full | 2 | EA | \$771.31 | % | \$ | \$ |
| 0141 | 45300 | Proscosigmoidoscopy | 2 | EA | \$51.59 | % | \$ | \$ |
| 0142 | 45330 | Diagnostic Sigmoidoscopy | 18 | EA | \$54.07 | % | \$ | \$ |
| 0143 | 45331 | Sigmoidoscopy and Biopsy | 4 | EA | \$69.58 | % | \$ | \$ |
| 0144 | 45333 | Sigmoidoscopy and Polypectomy | 2 | EA | \$90.91 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-----------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 0145 | 45335 | Sigmoidoscopy W/Submuc Inj | 2 | EA | \$64.09 | % | \$ | \$ |
| 0146 | 45338 | Sigmoidoscopy W/Tumr Remov | 8 | EA | \$117.48 | % | \$ | \$ |
| 0147 | 45378 | Diagnostic colonoscopy | 878 | EA | \$180.78 | % | \$ | \$ |
| 0148 | 45380 | Colonoscopy and biopsy | 398 | EA | \$196.81 | % | \$ | \$ |
| 0149 | 45381 | Colonoscopy submucous njx | 36 | EA | \$196.81 | % | \$ | \$ |
| 0150 | 49521 | Rerepair ing hernia blocked | 10 | EA | \$674.57 | % | \$ | \$ |
| 0151 | 49550 | Rpr Rem Hernia Init Reduce | 1 | EA | \$541.30 | % | \$ | \$ |
| 0152 | 49555 | Rerepair fem hernia reduce | 1 | EA | \$563.43 | % | \$ | \$ |
| 0153 | 49560 | Rpr ventral hern init reduc | 8 | EA | \$695.31 | % | \$ | \$ |
| 0154 | 49561 | Rpr ventral hern init block | 26 | EA | \$877.06 | % | \$ | \$ |
| 0155 | 49565 | Rerepair ventrl hern reduce | 1 | EA | \$723.85 | % | \$ | \$ |
| 0156 | 49566 | Rerepair ventrl hern block | 4 | EA | \$885.07 | % | \$ | \$ |
| 0157 | 49568 | Hernia repair w/mesh | 36 | EA | \$254.04 | % | \$ | \$ |
| 0158 | 49582 | Rpr Umb Hern Block | 1 | EA | \$452.44 | % | \$ | \$ |
| 0159 | 49585 | Rpr umbil hern reduc > 5 yr | 8 | EA | \$417.76 | % | \$ | \$ |
| 0160 | 49587 | Rpr umbil hern block > 5 yr | 43 | EA | \$446.26 | % | \$ | \$ |
| 0161 | 49590 | Repair spigelian hernia | 2 | EA | \$538.06 | % | \$ | \$ |
| 0162 | 99203 | Office/outpatient visit new | 1200 | EA | \$73.06 | % | \$ | \$ |
| 0163 | 99204 | Office/outpatient visit new | 50 | EA | \$123.75 | % | \$ | \$ |

Total Estimate for BASE Period: \$ _____

SCHEDULE OF SERVICES: Period of Performance - OPTION 1: June 01, 2019 to May 31, 2020

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 1001 | 10021 | Fna w/o image | 2 | EA | \$66.51 | % | \$ | \$ |
| 1002 | 10060 | Drainage of skin abscess | 28 | EA | \$91.82 | % | \$ | \$ |
| 1003 | 10061 | Drainage of skin abscess | 12 | EA | \$169.55 | % | \$ | \$ |
| 1004 | 10081 | Drainage Pilonidal Cyst | 1 | EA | \$160.77 | % | \$ | \$ |
| 1005 | 10120 | Remove foreign body | 2 | EA | \$97.36 | % | \$ | \$ |
| 1006 | 10121 | Remove foreign body | 1 | EA | \$175.16 | % | \$ | \$ |
| 1007 | 10140 | Drainage hematoma | 1 | EA | \$111.88 | % | \$ | \$ |
| 1008 | 10180 | Complex Drainage Wound | 1 | EA | \$166.31 | % | \$ | \$ |
| 1009 | 11008 | Remove mesh from abd wall | 1 | EA | \$260.88 | % | \$ | \$ |
| 1010 | 11011 | Debride skin musc at fx site | 1 | EA | \$285.01 | % | \$ | \$ |
| 1011 | 11012 | Debride skin bone at fx site | 2 | EA | \$402.87 | % | \$ | \$ |
| 1012 | 11042 | Debride Sub Tissue 10 sq cm/< | 2 | EA | \$59.25 | % | \$ | \$ |
| 1013 | 11043 | Deb musc/fascia 20 sq cm/< | 1 | EA | \$148.71 | % | \$ | \$ |
| 1014 | 11044 | Deb Bone 20 sq cm/< | 3 | EA | \$220.20 | % | \$ | \$ |
| 1015 | 11100 | Biopsy Skin Lesion | 31 | EA | \$46.82 | % | \$ | \$ |
| 1016 | 11101 | Biopsy skin add-on | 22 | EA | \$23.85 | % | \$ | \$ |
| 1017 | 11200 | Removal of skintags <w/15 | 9 | EA | \$68.84 | % | \$ | \$ |
| 1018 | 11201 | Remove skintags add-on | 1 | EA | \$16.29 | % | \$ | \$ |
| 1019 | 11300 | Shave skin lesion 0.5cm/< | 25 | EA | \$33.93 | % | \$ | \$ |
| 1120 | 11301 | Shave skin lesion 0.6-1.0 cm | 6 | EA | \$51.21 | % | \$ | \$ |
| 1021 | 11302 | Shave skin lesion 1.1-2.0 cm | 16 | EA | \$60.37 | % | \$ | \$ |
| 1022 | 11305 | Shave skin lesion 0.5cm/< | 4 | EA | \$38.10 | % | \$ | \$ |
| 1023 | 11306 | Shave skin lesion 0.6-1.0 cm | 9 | EA | \$50.34 | % | \$ | \$ |
| 1024 | 11310 | Shave skin lesion 0.5 cm | 5 | EA | \$45.52 | % | \$ | \$ |
| 1025 | 11311 | Shave skin lesion 0.6-1.0 cm | 11 | EA | \$62.80 | % | \$ | \$ |
| 1026 | 11400 | Exc tr-ext b9+marg 0.5 cm < | 26 | EA | \$75.59 | % | \$ | \$ |
| 1027 | 11402 | Exc tr-ext b9+marg 1.1-2 cm | 32 | EA | \$107.51 | % | \$ | \$ |
| 1028 | 11403 | Exc tr-ext b9+marg 2.1 - 3 cm | 48 | EA | \$138.28 | % | \$ | \$ |
| 1029 | 11404 | Exc tr-ext b9+marg 3.1 - 4 cm | 8 | EA | \$151.96 | % | \$ | \$ |
| 1030 | 11406 | Exc tr-ext b9+marg >4.0 cm | 14 | EA | \$231.96 | % | \$ | \$ |
| 1031 | 11420 | Exc h-f-nk-sp b9+marg < 0.5 | 7 | EA | \$76.71 | % | \$ | \$ |
| 1032 | 11421 | Exc h-f-nk-sp b9+marg 0.6 - 1 | 13 | EA | \$103.53 | % | \$ | \$ |
| 1033 | 11422 | Exc h-f-nk-sp b9+marg 1.1 - 2 | 8 | EA | \$128.03 | % | \$ | \$ |
| 1034 | 11423 | Exc h-f-nk-sp b9+marg 2.1-3 | 2 | EA | \$147.03 | % | \$ | \$ |
| 1035 | 11424 | Exc h-f-nk-sp b9+marg 3.1 - 4 | 1 | EA | \$169.04 | % | \$ | \$ |
| 1036 | 11426 | Exc h-f-nk-sp b9+marg >4 | 9 | EA | \$259.90 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|----------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 1037 | 11441 | Exc Face-MM b9+marg 0.6-1 cm | 5 | EA | \$123.05 | % | \$ | \$ |
| 1038 | 11442 | Exc Face-MM b9+marg 1.1-2 cm | 5 | EA | \$135.87 | % | \$ | \$ |
| 1039 | 11444 | Exc Face-MM b9+marg 3.1-4 cm | 1 | EA | \$213.73 | % | \$ | \$ |
| 1040 | 11600 | Exc tr-ext mal+marg 0.5 cm/< | 9 | EA | \$112.94 | % | \$ | \$ |
| 1141 | 11601 | Exc TR-Ext Mal+marg 0.6-1 cm | 23 | EA | \$140.70 | % | \$ | \$ |
| 1042 | 11602 | Exc TR-Ext Mal+marg 1.1-2 CM | 16 | EA | \$154.80 | % | \$ | \$ |
| 1043 | 11603 | Exc TR-Ext Mal+marg 2.1-3 cm | 2 | EA | \$185.67 | % | \$ | \$ |
| 1044 | 11606 | Exc TR-Ext Mal+marg >4 cm | 1 | EA | \$303.71 | % | \$ | \$ |
| 1045 | 11620 | Exc h-f-nk-sp Mal+marg .05/cm < | 4 | EA | \$114.14 | % | \$ | \$ |
| 1046 | 11621 | Exc h-f-nk-sp Mal+marg 0.6 – 1 | 2 | EA | \$141.58 | % | \$ | \$ |
| 1047 | 11622 | Exc h-f-nk-sp Mal+mrg 1.1-2 | 4 | EA | \$162.03 | % | \$ | \$ |
| 1048 | 11623 | Exc s/n/h/f/g mal+mrg 2.1-3 | 1 | EA | \$201.23 | % | \$ | \$ |
| 1049 | 11624 | Exc h-f-nk-sp Mal+mrg 3.1-4 | 1 | EA | \$227.94 | % | \$ | \$ |
| 1051 | 11640 | Exc h-f-nk-sp Mal | 4 | EA | \$118.04 | % | \$ | \$ |
| 1051 | 11641 | Exc f/e/e/n/l mal+marg 0.6-1 | 2 | EA | \$147.54 | % | \$ | \$ |
| 1052 | 11642 | Exc f/e/e/n/l mal+marg 1.1 - 2 | 5 | EA | \$173.87 | % | \$ | \$ |
| 1053 | 11643 | Exc f/e/e/n/l mal+marg 2.1 - 3 | 1 | EA | \$218.24 | % | \$ | \$ |
| 1054 | 11646 | Exc f/e/e/n/l mal+mrg >4 cm | 1 | EA | \$375.11 | % | \$ | \$ |
| 1055 | 12001 | Rpr s/n/ax/gen/trnk 2.5cm/< | 1 | EA | \$42.57 | % | \$ | \$ |
| 1056 | 12004 | Rpr s/n/ax/gen/trk7.6-12.5cm | 1 | EA | \$70.22 | % | \$ | \$ |
| 1057 | 12011 | Repair f/e/e/n/l/m 2.5 cm/< | 1 | EA | \$53.04 | % | \$ | \$ |
| 1058 | 12013 | Repair f/e/e/n/l/m 2.6-5.0 cm | 1 | EA | \$55.92 | % | \$ | \$ |
| 1059 | 15734 | Muscle Skin Grft Trunk | 8 | EA | \$1,424.92 | % | \$ | \$ |
| 1060 | 16035 | Incision of burn scab initi | 1 | EA | \$188.01 | % | \$ | \$ |
| 1061 | 17000 | Destruction Premalig Lesion | 26 | EA | \$49.36 | % | \$ | \$ |
| 1062 | 17003 | Destruction Premalig Lesion 2-14 | 31 | EA | \$2.28 | % | \$ | \$ |
| 1063 | 17004 | Destroy premal lesions 15/> | 1 | EA | \$93.75 | % | \$ | \$ |
| 1064 | 17282 | Destruction Skin Lesion | 1 | EA | \$136.19 | % | \$ | \$ |
| 1065 | 19120 | Removal of breast lesion | 2 | EA | \$386.03 | % | \$ | \$ |
| 1066 | 19300 | Removal of breast tissue | 6 | EA | \$385.98 | % | \$ | \$ |
| 1067 | 21012 | Exc face les sbq 2 cm/> | 1 | EA | \$317.51 | % | \$ | \$ |
| 1068 | 21552 | Exc Face Less SBQ 3 cm /> | 2 | EA | \$418.47 | % | \$ | \$ |
| 1069 | 21554 | Exc Face Less SBQ 5 cm /> | 2 | EA | \$687.25 | % | \$ | \$ |
| 1070 | 21555 | Exc Neck Less SC < 3 cm | 1 | EA | \$285.34 | % | \$ | \$ |
| 1071 | 21920 | Biopsy Soft Tissue Back | 1 | EA | \$150.51 | % | \$ | \$ |
| 1072 | 21931 | Exc back les sc 3 cm/> | 1 | EA | \$440.75 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 1073 | 21933 | Exc back tum deep 5 cm/> | 1 | EA | \$692.87 | % | \$ | \$ |
| 1074 | 22900 | Exc Abdl Tum Deep < 5 cm | 1 | EA | \$529.68 | % | \$ | \$ |
| 1075 | 22903 | Exc Abd less SC 3 cm /> | 2 | EA | \$411.41 | % | \$ | \$ |
| 1076 | 28800 | Amputation of midfoot | 1 | EA | \$513.78 | % | \$ | \$ |
| 1077 | 28805 | Amputation thru metatarsal | 4 | EA | \$699.25 | % | \$ | \$ |
| 1078 | 28810 | Amputation toe & metatarsal | 4 | EA | \$408.03 | % | \$ | \$ |
| 1079 | 28820 | Amputation toe | 10 | EA | \$375.75 | % | \$ | \$ |
| 1080 | 32551 | Insertion of chest tube | 8 | EA | \$151.20 | % | \$ | \$ |
| 1081 | 36260 | Insertion of infusion pump | 1 | EA | \$608.27 | % | \$ | \$ |
| 1082 | 36561 | Insert tunneled cv cath | 8 | EA | \$323.77 | % | \$ | \$ |
| 1083 | 36589 | Insert non-tunnel cv cath | 3 | EA | \$131.20 | % | \$ | \$ |
| 1084 | 36590 | Removal tunneled cv cath | 4 | EA | \$181.39 | % | \$ | \$ |
| 1085 | 37609 | Temporal artery procedure | 2 | EA | \$194.96 | % | \$ | \$ |
| 1086 | 38100 | Removal of spleen total | 1 | EA | \$1,090.72 | % | \$ | \$ |
| 1087 | 38500 | Biopsy/removal lymph nodes | 1 | EA | \$238.61 | % | \$ | \$ |
| 1088 | 38510 | Biopsy/removal lymph nodes | 2 | EA | \$395.47 | % | \$ | \$ |
| 1089 | 43215 | Esophagoscopy flex remove fb | 4 | EA | \$137.05 | % | \$ | \$ |
| 1090 | 43220 | Esophagoscopy balloon <30mm | 2 | EA | \$114.43 | % | \$ | \$ |
| 1091 | 43232 | Esophagoscopy w/us needle bx | 8 | EA | \$195.19 | % | \$ | \$ |
| 1092 | 43235 | Egd diagnostic brush wash | 389 | EA | \$119.86 | % | \$ | \$ |
| 1093 | 43236 | Upper GI Scope W/Submuc Inj | 2 | EA | \$135.47 | % | \$ | \$ |
| 1094 | 43239 | Egd biopsy single/multiple | 689 | EA | \$135.16 | % | \$ | \$ |
| 1095 | 43245 | Egd dilate stricture | 7 | EA | \$171.48 | % | \$ | \$ |
| 1096 | 43246 | Place gastrostomy tube | 21 | EA | \$195.13 | % | \$ | \$ |
| 1097 | 43247 | Egd remove foreign body | 9 | EA | \$173.51 | % | \$ | \$ |
| 1098 | 43248 | Uppr GI Endoscopy/Guide Wire | 9 | EA | \$162.66 | % | \$ | \$ |
| 1099 | 43249 | Esoph egd dilation <30 mm | 27 | EA | \$149.84 | % | \$ | \$ |
| 1100 | 43250 | Egd cautery tumor polyp | 20 | EA | \$165.95 | % | \$ | \$ |
| 1101 | 43251 | Egd remove lesion snare | 17 | EA | \$192.43 | % | \$ | \$ |
| 1102 | 43255 | Egd control bleeding any | 1 | EA | \$197.03 | % | \$ | \$ |
| 1103 | 43280 | Laparoscopy fundoplasty | 1 | EA | \$1,021.31 | % | \$ | \$ |
| 1104 | 43450 | Dilate Esophagus 1/mult pass | 40 | EA | \$77.23 | % | \$ | \$ |
| 1105 | 43633 | Removal of stomach partial | 2 | EA | \$1,817.70 | % | \$ | \$ |
| 1106 | 43760 | Change gastrostomy tube | 23 | EA | \$45.45 | % | \$ | \$ |
| 1107 | 43800 | Reconstruction Pylorus | 1 | EA | \$877.18 | % | \$ | \$ |
| 1108 | 43830 | Place gastrostomy tube | 7 | EA | \$658.94 | % | \$ | \$ |
| 1109 | 44050 | Reduce bowel obstruction | 3 | EA | \$882.83 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 1110 | 44120 | Removal Small Intestine | 4 | EA | \$1,158.68 | % | \$ | \$ |
| 1111 | 44139 | Mobilization of colon | 4 | EA | \$115.76 | % | \$ | \$ |
| 1112 | 44140 | Partial removal of colon | 4 | EA | 1,270.05 | % | \$ | \$ |
| 1113 | 44141 | Partial removal of colon | 1 | EA | \$1,72.56 | % | \$ | \$ |
| 1114 | 44145 | Partial removal of colon | 3 | EA | \$1,575.39 | % | \$ | \$ |
| 1115 | 44147 | Partial removal of colon | 2 | EA | \$1,842.80 | % | \$ | \$ |
| 1116 | 44160 | Removal of colon | 2 | EA | \$1,176.29 | % | \$ | \$ |
| 1117 | 44188 | Lap Colostomy | 1 | EA | \$1,160.61 | % | \$ | \$ |
| 1118 | 44204 | Laparo partial colectomy | 5 | EA | \$1,462.25 | % | \$ | \$ |
| 1119 | 44205 | Lap colectomy part w/ileum | 5 | EA | \$1,272.08 | % | \$ | \$ |
| 1120 | 44207 | L colectomy/coloproctostomy | 4 | EA | \$1,736.07 | % | \$ | \$ |
| 1121 | 44213 | Lap mobil splenic fl add-on | 2 | EA | \$180.27 | % | \$ | \$ |
| 1122 | 44300 | Open Bowel to Skin | 1 | EA | \$795.11 | % | \$ | \$ |
| 1123 | 44320 | Colostomy | 2 | EA | \$1,137.92 | % | \$ | \$ |
| 1124 | 44380 | Small Bowel Endoscopy | 1 | EA | \$54.95 | % | \$ | \$ |
| 1125 | 44388 | Colonoscopy thru stoma spx | 4 | EA | \$75.19 | % | \$ | \$ |
| 1126 | 44389 | Colonoscopy with Biopsy | 1 | EA | \$168.07 | % | \$ | \$ |
| 1127 | 44602 | Suture small intestine | 1 | EA | \$1,338.26 | % | \$ | \$ |
| 1128 | 44604 | Suture large intestine | 1 | EA | \$1,003.20 | % | \$ | \$ |
| 1129 | 44625 | Repair bowel opening | 1 | EA | \$967.77 | % | \$ | \$ |
| 1130 | 44626 | Repair bowel opening | 5 | EA | \$1,521.50 | % | \$ | \$ |
| 1131 | 44640 | Repair bowel-skin fistula | 1 | EA | \$1,329.96 | % | \$ | \$ |
| 1132 | 44650 | Repair bowel fistula | 1 | EA | \$1,374.17 | % | \$ | \$ |
| 1133 | 44661 | Repair Bowel-Bladder Fistula | 1 | EA | \$1,479.11 | % | \$ | \$ |
| 1134 | 44900 | Drain App Abscess Open | 1 | EA | \$730.48 | % | \$ | \$ |
| 1135 | 44960 | Appendectomy | 2 | EA | \$825.11 | % | \$ | \$ |
| 1136 | 44970 | Laparoscopy appendectomy | 21 | EA | \$566.21 | % | \$ | \$ |
| 1137 | 45100 | Biopsy Rectum | 1 | EA | \$282.26 | % | \$ | \$ |
| 1138 | 45112 | Removal Rectum | 1 | EA | \$1,793.14 | % | \$ | \$ |
| 1139 | 45171 | Exc Tect Tum Transanal Part | 1 | EA | \$567.15 | % | \$ | \$ |
| 1140 | 45172 | Exc rect tum transanal full | 2 | EA | \$771.31 | % | \$ | \$ |
| 1141 | 45300 | Proscosigmoidoscopy | 2 | EA | \$51.59 | % | \$ | \$ |
| 1142 | 45330 | Diagnostic Sigmoidoscopy | 18 | EA | \$54.07 | % | \$ | \$ |
| 1143 | 45331 | Sigmoidoscopy and Biopsy | 4 | EA | \$69.58 | % | \$ | \$ |
| 1144 | 45333 | Sigmoidoscopy and Polypectomy | 2 | EA | \$90.91 | % | \$ | \$ |
| 1145 | 45335 | Sigmoidoscopy W/Submuc Inj | 2 | EA | \$64.09 | % | \$ | \$ |
| 1146 | 45338 | Sigmoidoscopy W/Tumr Remov | 8 | EA | \$117.48 | % | \$ | \$ |
| 1147 | 45378 | Diagnostic colonoscopy | 878 | EA | \$180.78 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-----------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 1148 | 45380 | Colonoscopy and biopsy | 398 | EA | \$196.81 | % | \$ | \$ |
| 1149 | 45381 | Colonoscopy submucous njx | 36 | EA | \$196.81 | % | \$ | \$ |
| 1150 | 49521 | Rerepair ing hernia blocked | 10 | EA | \$674.57 | % | \$ | \$ |
| 1151 | 49550 | Rpr Rem Hernia Init Reduce | 1 | EA | \$541.30 | % | \$ | \$ |
| 1152 | 49555 | Rerepair fem hernia reduce | 1 | EA | \$563.43 | % | \$ | \$ |
| 1153 | 49560 | Rpr ventral hern init reduc | 8 | EA | \$695.31 | % | \$ | \$ |
| 1154 | 49561 | Rpr ventral hern init block | 26 | EA | \$877.06 | % | \$ | \$ |
| 1155 | 49565 | Rerepair ventrl hern reduce | 1 | EA | \$723.85 | % | \$ | \$ |
| 1156 | 49566 | Rerepair ventrl hern block | 4 | EA | \$885.07 | % | \$ | \$ |
| 1157 | 49568 | Hernia repair w/mesh | 36 | EA | \$254.04 | % | \$ | \$ |
| 1158 | 49582 | Rpr Umb Hern Block | 1 | EA | \$452.44 | % | \$ | \$ |
| 1159 | 49585 | Rpr umbil hern reduc > 5 yr | 8 | EA | \$417.76 | % | \$ | \$ |
| 1160 | 49587 | Rpr umbil hern block > 5 yr | 43 | EA | \$446.26 | % | \$ | \$ |
| 1161 | 49590 | Repair spigelian hernia | 2 | EA | \$538.06 | % | \$ | \$ |
| 1162 | 99203 | Office/outpatient visit new | 1200 | EA | \$73.06 | % | \$ | \$ |
| 1163 | 99204 | Office/outpatient visit new | 50 | EA | \$123.75 | % | \$ | \$ |

Total Estimate for Option Period 1: \$ _____

SCHEDULE OF SERVICES: Period of Performance -: June 01, 2020 to 31 May 2021

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 2001 | 10021 | Fna w/o image | 2 | EA | \$66.51 | % | \$ | \$ |
| 2002 | 10060 | Drainage of skin abscess | 28 | EA | \$91.82 | % | \$ | \$ |
| 2003 | 10061 | Drainage of skin abscess | 12 | EA | \$169.55 | % | \$ | \$ |
| 2004 | 10081 | Drainage Pilonidal Cyst | 1 | EA | \$160.77 | % | \$ | \$ |
| 2005 | 10120 | Remove foreign body | 2 | EA | \$97.36 | % | \$ | \$ |
| 2006 | 10121 | Remove foreign body | 1 | EA | \$175.16 | % | \$ | \$ |
| 2007 | 10140 | Drainage hematoma | 1 | EA | \$111.88 | % | \$ | \$ |
| 2008 | 10180 | Complex Drainage Wound | 1 | EA | \$166.31 | % | \$ | \$ |
| 2009 | 11008 | Remove mesh from abd wall | 1 | EA | \$260.88 | % | \$ | \$ |
| 2010 | 11011 | Debride skin musc at fx site | 1 | EA | \$285.01 | % | \$ | \$ |
| 2012 | 11012 | Debride skin bone at fx site | 2 | EA | \$402.87 | % | \$ | \$ |
| 2012 | 11042 | Debride Sub Tissue 10 sq cm/< | 2 | EA | \$59.25 | % | \$ | \$ |
| 2013 | 11043 | Deb musc/fascia 20 sq cm/< | 1 | EA | \$148.71 | % | \$ | \$ |
| 2014 | 11044 | Deb Bone 20 sq cm/< | 3 | EA | \$220.20 | % | \$ | \$ |
| 2015 | 11100 | Biopsy Skin Lesion | 31 | EA | \$46.82 | % | \$ | \$ |
| 2016 | 11101 | Biopsy skin add-on | 22 | EA | \$23.85 | % | \$ | \$ |
| 2017 | 11200 | Removal of skintags <w/15 | 9 | EA | \$68.84 | % | \$ | \$ |
| 2018 | 11201 | Remove skintags add-on | 1 | EA | \$16.29 | % | \$ | \$ |
| 2019 | 11300 | Shave skin lesion 0.5cm/< | 25 | EA | \$33.93 | % | \$ | \$ |
| 2220 | 11301 | Shave skin lesion 0.6-1.0 cm | 6 | EA | \$51.21 | % | \$ | \$ |
| 2021 | 11302 | Shave skin lesion 1.1-2.0 cm | 16 | EA | \$60.37 | % | \$ | \$ |
| 2022 | 11305 | Shave skin lesion 0.5cm/< | 4 | EA | \$38.10 | % | \$ | \$ |
| 2023 | 11306 | Shave skin lesion 0.6-1.0 cm | 9 | EA | \$50.34 | % | \$ | \$ |
| 2024 | 11310 | Shave skin lesion 0.5 cm | 5 | EA | \$45.52 | % | \$ | \$ |
| 2025 | 11311 | Shave skin lesion 0.6-1.0 cm | 11 | EA | \$62.80 | % | \$ | \$ |
| 2026 | 11400 | Exc tr-ext b9+marg 0.5 cm < | 26 | EA | \$75.59 | % | \$ | \$ |
| 2027 | 11402 | Exc tr-ext b9+marg 1.1-2 cm | 32 | EA | \$107.51 | % | \$ | \$ |
| 2028 | 11403 | Exc tr-ext b9+marg 2.1 - 3 cm | 48 | EA | \$138.28 | % | \$ | \$ |
| 2029 | 11404 | Exc tr-ext b9+marg 3.1 - 4 cm | 8 | EA | \$151.96 | % | \$ | \$ |
| 2030 | 11406 | Exc tr-ext b9+marg >4.0 cm | 14 | EA | \$231.96 | % | \$ | \$ |
| 2031 | 11420 | Exc h-f-nk-sp b9+marg < 0.5 | 7 | EA | \$76.71 | % | \$ | \$ |
| 2032 | 11421 | Exc h-f-nk-sp b9+marg 0.6 - 1 | 13 | EA | \$103.53 | % | \$ | \$ |
| 2033 | 11422 | Exc h-f-nk-sp b9+marg 1.1 - 2 | 8 | EA | \$128.03 | % | \$ | \$ |
| 2034 | 11423 | Exc h-f-nk-sp b9+marg 2.1-3 | 2 | EA | \$147.03 | % | \$ | \$ |
| 2035 | 11424 | Exc h-f-nk-sp b9+marg 3.1 - 4 | 1 | EA | \$169.04 | % | \$ | \$ |
| 2036 | 11426 | Exc h-f-nk-sp b9+marg >4 | 9 | EA | \$259.90 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|----------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 2037 | 11441 | Exc Face-MM b9+marg 0.6-1 cm | 5 | EA | \$123.05 | % | \$ | \$ |
| 2038 | 11442 | Exc Face-MM b9+marg 1.1-2 cm | 5 | EA | \$135.87 | % | \$ | \$ |
| 2039 | 11444 | Exc Face-MM b9+marg 3.1-4 cm | 1 | EA | \$213.73 | % | \$ | \$ |
| 2040 | 11600 | Exc tr-ext mal+marg 0.5 cm/< | 9 | EA | \$112.94 | % | \$ | \$ |
| 2041 | 11601 | Exc TR-Ext Mal+marg 0.6-1 cm | 23 | EA | \$140.70 | % | \$ | \$ |
| 2042 | 11602 | Exc TR-Ext Mal+marg 1.1-2 CM | 16 | EA | \$154.80 | % | \$ | \$ |
| 2043 | 11603 | Exc TR-Ext Mal+marg 2.1-3 cm | 2 | EA | \$185.67 | % | \$ | \$ |
| 2044 | 11606 | Exc TR-Ext Mal+marg >4 cm | 1 | EA | \$303.71 | % | \$ | \$ |
| 2045 | 11620 | Exc h-f-nk-sp Mal+marg .05/cm < | 4 | EA | \$114.14 | % | \$ | \$ |
| 2046 | 11621 | Exc h-f-nk-sp Mal+marg 0.6 – 1 | 2 | EA | \$141.58 | % | \$ | \$ |
| 2047 | 11622 | Exc h-f-nk-sp Mal+mrg 1.1-2 | 4 | EA | \$162.03 | % | \$ | \$ |
| 2048 | 11623 | Exc s/n/h/f/g mal+mrg 2.1-3 | 1 | EA | \$201.23 | % | \$ | \$ |
| 2049 | 11624 | Exc h-f-nk-sp Mal+mrg 3.1-4 | 1 | EA | \$227.94 | % | \$ | \$ |
| 2050 | 11640 | Exc h-f-nk-sp Mal | 4 | EA | \$118.04 | % | \$ | \$ |
| 2051 | 11641 | Exc f/e/e/n/l mal+marg 0.6-1 | 2 | EA | \$147.54 | % | \$ | \$ |
| 2052 | 11642 | Exc f/e/e/n/l mal+marg 1.1 - 2 | 5 | EA | \$173.87 | % | \$ | \$ |
| 2053 | 11643 | Exc f/e/e/n/l mal+marg 2.1 - 3 | 1 | EA | \$218.24 | % | \$ | \$ |
| 2054 | 11646 | Exc f/e/e/n/l mal+mrg >4 cm | 1 | EA | \$375.11 | % | \$ | \$ |
| 2055 | 12001 | Rpr s/n/ax/gen/trnk 2.5cm/< | 1 | EA | \$42.57 | % | \$ | \$ |
| 2056 | 12004 | Rpr s/n/ax/gen/trk7.6-12.5cm | 1 | EA | \$70.22 | % | \$ | \$ |
| 2057 | 12011 | Repair f/e/e/n/l/m 2.5 cm/< | 1 | EA | \$53.04 | % | \$ | \$ |
| 2058 | 12013 | Repair f/e/e/n/l/m 2.6-5.0 cm | 1 | EA | \$55.92 | % | \$ | \$ |
| 2059 | 15734 | Muscle Skin Grft Trunk | 8 | EA | \$1,424.92 | % | \$ | \$ |
| 2060 | 16035 | Incision of burn scab initi | 1 | EA | \$188.01 | % | \$ | \$ |
| 2061 | 17000 | Destruction Premalig Lesion | 26 | EA | \$49.36 | % | \$ | \$ |
| 2062 | 17003 | Destruction Premalig Lesion 2-14 | 31 | EA | \$2.28 | % | \$ | \$ |
| 2063 | 17004 | Destroy premal lesions 15/> | 1 | EA | \$93.75 | % | \$ | \$ |
| 2064 | 17282 | Destruction Skin Lesion | 1 | EA | \$136.19 | % | \$ | \$ |
| 2065 | 19120 | Removal of breast lesion | 2 | EA | \$386.03 | % | \$ | \$ |
| 2066 | 19300 | Removal of breast tissue | 6 | EA | \$385.98 | % | \$ | \$ |
| 2067 | 21012 | Exc face les sbq 2 cm/> | 1 | EA | \$317.51 | % | \$ | \$ |
| 2068 | 21552 | Exc Face Less SBQ 3 cm /> | 2 | EA | \$418.47 | % | \$ | \$ |
| 2069 | 21554 | Exc Face Less SBQ 5 cm /> | 2 | EA | \$687.25 | % | \$ | \$ |
| 2070 | 21555 | Exc Neck Less SC < 3 cm | 1 | EA | \$285.34 | % | \$ | \$ |
| 2072 | 21920 | Biopsy Soft Tissue Back | 1 | EA | \$150.51 | % | \$ | \$ |
| 2072 | 21931 | Exc back les sc 3 cm/> | 1 | EA | \$440.75 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 2073 | 21933 | Exc back tum deep 5 cm/> | 1 | EA | \$692.87 | % | \$ | \$ |
| 2074 | 22900 | Exc Abdl Tum Deep < 5 cm | 1 | EA | \$529.68 | % | \$ | \$ |
| 2075 | 22903 | Exc Abd less SC 3 cm /> | 2 | EA | \$411.41 | % | \$ | \$ |
| 2076 | 28800 | Amputation of midfoot | 1 | EA | \$513.78 | % | \$ | \$ |
| 2077 | 28805 | Amputation thru metatarsal | 4 | EA | \$699.25 | % | \$ | \$ |
| 2078 | 28810 | Amputation toe & metatarsal | 4 | EA | \$408.03 | % | \$ | \$ |
| 2079 | 28820 | Amputation toe | 10 | EA | \$375.75 | % | \$ | \$ |
| 2080 | 32551 | Insertion of chest tube | 8 | EA | \$151.20 | % | \$ | \$ |
| 2081 | 36260 | Insertion of infusion pump | 1 | EA | \$608.27 | % | \$ | \$ |
| 2082 | 36561 | Insert tunneled cv cath | 8 | EA | \$323.77 | % | \$ | \$ |
| 2083 | 36589 | Insert non-tunnel cv cath | 3 | EA | \$131.20 | % | \$ | \$ |
| 2084 | 36590 | Removal tunneled cv cath | 4 | EA | \$181.39 | % | \$ | \$ |
| 2085 | 37609 | Temporal artery procedure | 2 | EA | \$194.96 | % | \$ | \$ |
| 2086 | 38100 | Removal of spleen total | 1 | EA | \$1,090.72 | % | \$ | \$ |
| 2087 | 38500 | Biopsy/removal lymph nodes | 1 | EA | \$238.61 | % | \$ | \$ |
| 2088 | 38510 | Biopsy/removal lymph nodes | 2 | EA | \$395.47 | % | \$ | \$ |
| 2089 | 43215 | Esophagoscopy flex remove fb | 4 | EA | \$137.05 | % | \$ | \$ |
| 2090 | 43220 | Esophagoscopy balloon <30mm | 2 | EA | \$114.43 | % | \$ | \$ |
| 2091 | 43232 | Esophagoscopy w/us needle bx | 8 | EA | \$195.19 | % | \$ | \$ |
| 2092 | 43235 | Egd diagnostic brush wash | 389 | EA | \$119.86 | % | \$ | \$ |
| 2093 | 43236 | Upper GI Scope W/Submuc Inj | 2 | EA | \$135.47 | % | \$ | \$ |
| 2094 | 43239 | Egd biopsy single/multiple | 689 | EA | \$135.16 | % | \$ | \$ |
| 2095 | 43245 | Egd dilate stricture | 7 | EA | \$171.48 | % | \$ | \$ |
| 2096 | 43246 | Place gastrostomy tube | 21 | EA | \$195.13 | % | \$ | \$ |
| 2097 | 43247 | Egd remove foreign body | 9 | EA | \$173.51 | % | \$ | \$ |
| 2098 | 43248 | Uppr GI Endoscopy/Guide Wire | 9 | EA | \$162.66 | % | \$ | \$ |
| 2099 | 43249 | Esoph egd dilation <30 mm | 27 | EA | \$149.84 | % | \$ | \$ |
| 2100 | 43250 | Egd cautery tumor polyp | 20 | EA | \$165.95 | % | \$ | \$ |
| 2101 | 43251 | Egd remove lesion snare | 17 | EA | \$192.43 | % | \$ | \$ |
| 2102 | 43255 | Egd control bleeding any | 1 | EA | \$197.03 | % | \$ | \$ |
| 2103 | 43280 | Laparoscopy fundoplasty | 1 | EA | \$1,021.31 | % | \$ | \$ |
| 2104 | 43450 | Dilate Esophagus 1/mult pass | 40 | EA | \$77.23 | % | \$ | \$ |
| 2105 | 43633 | Removal of stomach partial | 2 | EA | \$1,817.70 | % | \$ | \$ |
| 2106 | 43760 | Change gastrostomy tube | 23 | EA | \$45.45 | % | \$ | \$ |
| 2107 | 43800 | Reconstruction Pylorus | 1 | EA | \$877.18 | % | \$ | \$ |
| 2108 | 43830 | Place gastrostomy tube | 7 | EA | \$658.94 | % | \$ | \$ |
| 2109 | 44050 | Reduce bowel obstruction | 3 | EA | \$882.83 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 2110 | 44120 | Removal Small Intestine | 4 | EA | \$1,158.68 | % | \$ | \$ |
| 2111 | 44139 | Mobilization of colon | 4 | EA | \$115.76 | % | \$ | \$ |
| 2112 | 44140 | Partial removal of colon | 4 | EA | 1,270.05 | % | \$ | \$ |
| 2113 | 44141 | Partial removal of colon | 1 | EA | \$1,72.56 | % | \$ | \$ |
| 2114 | 44145 | Partial removal of colon | 3 | EA | \$1,575.39 | % | \$ | \$ |
| 2115 | 44147 | Partial removal of colon | 2 | EA | \$1,842.80 | % | \$ | \$ |
| 2116 | 44160 | Removal of colon | 2 | EA | \$1,176.29 | % | \$ | \$ |
| 2117 | 44188 | Lap Colostomy | 1 | EA | \$1,160.61 | % | \$ | \$ |
| 2118 | 44204 | Laparo partial colectomy | 5 | EA | \$1,462.25 | % | \$ | \$ |
| 2119 | 44205 | Lap colectomy part w/ileum | 5 | EA | \$1,272.08 | % | \$ | \$ |
| 2120 | 44207 | L colectomy/coloproctostomy | 4 | EA | \$1,736.07 | % | \$ | \$ |
| 2121 | 44213 | Lap mobil splenic fl add-on | 2 | EA | \$180.27 | % | \$ | \$ |
| 2122 | 44300 | Open Bowel to Skin | 1 | EA | \$795.11 | % | \$ | \$ |
| 2123 | 44320 | Colostomy | 2 | EA | \$1,137.92 | % | \$ | \$ |
| 2124 | 44380 | Small Bowel Endoscopy | 1 | EA | \$54.95 | % | \$ | \$ |
| 2125 | 44388 | Colonoscopy thru stoma spx | 4 | EA | \$75.19 | % | \$ | \$ |
| 2126 | 44389 | Colonoscopy with Biopsy | 1 | EA | \$168.07 | % | \$ | \$ |
| 2127 | 44602 | Suture small intestine | 1 | EA | \$1,338.26 | % | \$ | \$ |
| 2128 | 44604 | Suture large intestine | 1 | EA | \$1,003.20 | % | \$ | \$ |
| 2129 | 44625 | Repair bowel opening | 1 | EA | \$967.77 | % | \$ | \$ |
| 2130 | 44626 | Repair bowel opening | 5 | EA | \$1,521.50 | % | \$ | \$ |
| 2131 | 44640 | Repair bowel-skin fistula | 1 | EA | \$1,329.96 | % | \$ | \$ |
| 2132 | 44650 | Repair bowel fistula | 1 | EA | \$1,374.17 | % | \$ | \$ |
| 2133 | 44661 | Repair Bowel-Bladder Fistula | 1 | EA | \$1,479.11 | % | \$ | \$ |
| 2134 | 44900 | Drain App Abscess Open | 1 | EA | \$730.48 | % | \$ | \$ |
| 2135 | 44960 | Appendectomy | 2 | EA | \$825.11 | % | \$ | \$ |
| 2136 | 44970 | Laparoscopy appendectomy | 21 | EA | \$566.21 | % | \$ | \$ |
| 2137 | 45100 | Biopsy Rectum | 1 | EA | \$282.26 | % | \$ | \$ |
| 2138 | 45112 | Removal Rectum | 1 | EA | \$1,793.14 | % | \$ | \$ |
| 2139 | 45171 | Exc Tect Tum Transanal Part | 1 | EA | \$567.15 | % | \$ | \$ |
| 2140 | 45172 | Exc rect tum transanal full | 2 | EA | \$771.31 | % | \$ | \$ |
| 2141 | 45300 | Proscosigmoidoscopy | 2 | EA | \$51.59 | % | \$ | \$ |
| 2142 | 45330 | Diagnostic Sigmoidoscopy | 18 | EA | \$54.07 | % | \$ | \$ |
| 2143 | 45331 | Sigmoidoscopy and Biopsy | 4 | EA | \$69.58 | % | \$ | \$ |
| 2144 | 45333 | Sigmoidoscopy and Polypectomy | 2 | EA | \$90.91 | % | \$ | \$ |
| 2145 | 45335 | Sigmoidoscopy W/Submuc Inj | 2 | EA | \$64.09 | % | \$ | \$ |
| 2146 | 45338 | Sigmoidoscopy W/Tumr Remov | 8 | EA | \$117.48 | % | \$ | \$ |
| 2147 | 45378 | Diagnostic colonoscopy | 878 | EA | \$180.78 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-----------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 2148 | 45380 | Colonoscopy and biopsy | 398 | EA | \$196.81 | % | \$ | \$ |
| 2149 | 45381 | Colonoscopy submucous njx | 36 | EA | \$196.81 | % | \$ | \$ |
| 2150 | 49521 | Rerepair ing hernia blocked | 10 | EA | \$674.57 | % | \$ | \$ |
| 2151 | 49550 | Rpr Rem Hernia Init Reduce | 1 | EA | \$541.30 | % | \$ | \$ |
| 2152 | 49555 | Rerepair fem hernia reduce | 1 | EA | \$563.43 | % | \$ | \$ |
| 2153 | 49560 | Rpr ventral hern init reduc | 8 | EA | \$695.31 | % | \$ | \$ |
| 2154 | 49561 | Rpr ventral hern init block | 26 | EA | \$877.06 | % | \$ | \$ |
| 2155 | 49565 | Rerepair ventrl hern reduce | 1 | EA | \$723.85 | % | \$ | \$ |
| 2156 | 49566 | Rerepair ventrl hern block | 4 | EA | \$885.07 | % | \$ | \$ |
| 2157 | 49568 | Hernia repair w/mesh | 36 | EA | \$254.04 | % | \$ | \$ |
| 2158 | 49582 | Rpr Umb Hern Block | 1 | EA | \$452.44 | % | \$ | \$ |
| 2159 | 49585 | Rpr umbil hern reduc > 5 yr | 8 | EA | \$417.76 | % | \$ | \$ |
| 2160 | 49587 | Rpr umbil hern block > 5 yr | 43 | EA | \$446.26 | % | \$ | \$ |
| 2161 | 49590 | Repair spigelian hernia | 2 | EA | \$538.06 | % | \$ | \$ |
| 2162 | 99203 | Office/outpatient visit new | 1200 | EA | \$73.06 | % | \$ | \$ |
| 2163 | 99204 | Office/outpatient visit new | 50 | EA | \$123.75 | % | \$ | \$ |

Total Estimate for Option Period 2: \$ _____

SCHEDULE OF SERVICES: Period of Performance - OPTION 3: June 01, 2021 to May 31, 2022

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 3001 | 10021 | Fna w/o image | 2 | EA | \$66.51 | % | \$ | \$ |
| 3002 | 10060 | Drainage of skin abscess | 28 | EA | \$91.82 | % | \$ | \$ |
| 3003 | 10061 | Drainage of skin abscess | 12 | EA | \$169.55 | % | \$ | \$ |
| 3004 | 10081 | Drainage Pilonidal Cyst | 1 | EA | \$160.77 | % | \$ | \$ |
| 3005 | 10120 | Remove foreign body | 2 | EA | \$97.36 | % | \$ | \$ |
| 3006 | 10121 | Remove foreign body | 1 | EA | \$175.16 | % | \$ | \$ |
| 3007 | 10140 | Drainage hematoma | 1 | EA | \$111.88 | % | \$ | \$ |
| 3008 | 10180 | Complex Drainage Wound | 1 | EA | \$166.31 | % | \$ | \$ |
| 3009 | 11008 | Remove mesh from abd wall | 1 | EA | \$260.88 | % | \$ | \$ |
| 3010 | 11011 | Debride skin musc at fx site | 1 | EA | \$285.01 | % | \$ | \$ |
| 3011 | 11012 | Debride skin bone at fx site | 2 | EA | \$402.87 | % | \$ | \$ |
| 3012 | 11042 | Debride Sub Tissue 10 sq cm/< | 2 | EA | \$59.25 | % | \$ | \$ |
| 3013 | 11043 | Deb musc/fascia 20 sq cm/< | 1 | EA | \$148.71 | % | \$ | \$ |
| 3014 | 11044 | Deb Bone 20 sq cm/< | 3 | EA | \$220.20 | % | \$ | \$ |
| 3015 | 11100 | Biopsy Skin Lesion | 31 | EA | \$46.82 | % | \$ | \$ |
| 3016 | 11101 | Biopsy skin add-on | 22 | EA | \$23.85 | % | \$ | \$ |
| 3017 | 11200 | Removal of skintags <w/15 | 9 | EA | \$68.84 | % | \$ | \$ |
| 3018 | 11201 | Remove skintags add-on | 1 | EA | \$16.29 | % | \$ | \$ |
| 3019 | 11300 | Shave skin lesion 0.5cm/< | 25 | EA | \$33.93 | % | \$ | \$ |
| 3020 | 11301 | Shave skin lesion 0.6-1.0 cm | 6 | EA | \$51.21 | % | \$ | \$ |
| 3021 | 11302 | Shave skin lesion 1.1-2.0 cm | 16 | EA | \$60.37 | % | \$ | \$ |
| 3022 | 11305 | Shave skin lesion 0.5cm/< | 4 | EA | \$38.10 | % | \$ | \$ |
| 3023 | 11306 | Shave skin lesion 0.6-1.0 cm | 9 | EA | \$50.34 | % | \$ | \$ |
| 3024 | 11310 | Shave skin lesion 0.5 cm | 5 | EA | \$45.52 | % | \$ | \$ |
| 3025 | 11311 | Shave skin lesion 0.6-1.0 cm | 11 | EA | \$62.80 | % | \$ | \$ |
| 3026 | 11400 | Exc tr-ext b9+marg 0.5 cm < | 26 | EA | \$75.59 | % | \$ | \$ |
| 3027 | 11402 | Exc tr-ext b9+marg 1.1-2 cm | 32 | EA | \$107.51 | % | \$ | \$ |
| 3028 | 11403 | Exc tr-ext b9+marg 2.1 - 3 cm | 48 | EA | \$138.28 | % | \$ | \$ |
| 3029 | 11404 | Exc tr-ext b9+marg 3.1 - 4 cm | 8 | EA | \$151.96 | % | \$ | \$ |
| 3030 | 11406 | Exc tr-ext b9+marg >4.0 cm | 14 | EA | \$231.96 | % | \$ | \$ |
| 3031 | 11420 | Exc h-f-nk-sp b9+marg < 0.5 | 7 | EA | \$76.71 | % | \$ | \$ |
| 3032 | 11421 | Exc h-f-nk-sp b9+marg 0.6 - 1 | 13 | EA | \$103.53 | % | \$ | \$ |
| 3033 | 11422 | Exc h-f-nk-sp b9+marg 1.1 - 2 | 8 | EA | \$128.03 | % | \$ | \$ |
| 3034 | 11423 | Exc h-f-nk-sp b9+marg 2.1-3 | 2 | EA | \$147.03 | % | \$ | \$ |
| 3035 | 11424 | Exc h-f-nk-sp b9+marg 3.1 - 4 | 1 | EA | \$169.04 | % | \$ | \$ |
| 3036 | 11426 | Exc h-f-nk-sp b9+marg >4 | 9 | EA | \$259.90 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|----------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 3037 | 11441 | Exc Face-MM b9+marg 0.6-1 cm | 5 | EA | \$123.05 | % | \$ | \$ |
| 3038 | 11442 | Exc Face-MM b9+marg 1.1-2 cm | 5 | EA | \$135.87 | % | \$ | \$ |
| 3039 | 11444 | Exc Face-MM b9+marg 3.1-4 cm | 1 | EA | \$213.73 | % | \$ | \$ |
| 3040 | 11600 | Exc tr-ext mal+marg 0.5 cm/< | 9 | EA | \$112.94 | % | \$ | \$ |
| 3041 | 11601 | Exc TR-Ext Mal+marg 0.6-1 cm | 23 | EA | \$140.70 | % | \$ | \$ |
| 3042 | 11602 | Exc TR-Ext Mal+marg 1.1-2 CM | 16 | EA | \$154.80 | % | \$ | \$ |
| 3043 | 11603 | Exc TR-Ext Mal+marg 2.1-3 cm | 2 | EA | \$185.67 | % | \$ | \$ |
| 3044 | 11606 | Exc TR-Ext Mal+marg >4 cm | 1 | EA | \$303.71 | % | \$ | \$ |
| 3045 | 11620 | Exc h-f-nk-sp Mal+marg .05/cm < | 4 | EA | \$114.14 | % | \$ | \$ |
| 3046 | 11621 | Exc h-f-nk-sp Mal+marg 0.6 – 1 | 2 | EA | \$141.58 | % | \$ | \$ |
| 3047 | 11622 | Exc h-f-nk-sp Mal+mrg 1.1-2 | 4 | EA | \$162.03 | % | \$ | \$ |
| 3048 | 11623 | Exc s/n/h/f/g mal+mrg 2.1-3 | 1 | EA | \$201.23 | % | \$ | \$ |
| 3049 | 11624 | Exc h-f-nk-sp Mal+mrg 3.1-4 | 1 | EA | \$227.94 | % | \$ | \$ |
| 3050 | 11640 | Exc h-f-nk-sp Mal | 4 | EA | \$118.04 | % | \$ | \$ |
| 3051 | 11641 | Exc f/e/e/n/l mal+marg 0.6-1 | 2 | EA | \$147.54 | % | \$ | \$ |
| 3052 | 11642 | Exc f/e/e/n/l mal+marg 1.1 - 2 | 5 | EA | \$173.87 | % | \$ | \$ |
| 3053 | 11643 | Exc f/e/e/n/l mal+marg 2.1 - 3 | 1 | EA | \$218.24 | % | \$ | \$ |
| 3054 | 11646 | Exc f/e/e/n/l mal+mrg >4 cm | 1 | EA | \$375.11 | % | \$ | \$ |
| 3055 | 12001 | Rpr s/n/ax/gen/trnk 2.5cm/< | 1 | EA | \$42.57 | % | \$ | \$ |
| 3056 | 12004 | Rpr s/n/ax/gen/trk7.6-12.5cm | 1 | EA | \$70.22 | % | \$ | \$ |
| 3057 | 12011 | Repair f/e/e/n/l/m 2.5 cm/< | 1 | EA | \$53.04 | % | \$ | \$ |
| 3058 | 12013 | Repair f/e/e/n/l/m 2.6-5.0 cm | 1 | EA | \$55.92 | % | \$ | \$ |
| 3059 | 15734 | Muscle Skin Grft Trunk | 8 | EA | \$1,424.92 | % | \$ | \$ |
| 3060 | 16035 | Incision of burn scab initi | 1 | EA | \$188.01 | % | \$ | \$ |
| 3061 | 17000 | Destruction Premalig Lesion | 26 | EA | \$49.36 | % | \$ | \$ |
| 3062 | 17003 | Destruction Premalig Lesion 2-14 | 31 | EA | \$2.28 | % | \$ | \$ |
| 3063 | 17004 | Destroy premal lesions 15/> | 1 | EA | \$93.75 | % | \$ | \$ |
| 3064 | 17282 | Destruction Skin Lesion | 1 | EA | \$136.19 | % | \$ | \$ |
| 3065 | 19120 | Removal of breast lesion | 2 | EA | \$386.03 | % | \$ | \$ |
| 3066 | 19300 | Removal of breast tissue | 6 | EA | \$385.98 | % | \$ | \$ |
| 3067 | 21012 | Exc face les sbq 2 cm/> | 1 | EA | \$317.51 | % | \$ | \$ |
| 3068 | 21552 | Exc Face Less SBQ 3 cm /> | 2 | EA | \$418.47 | % | \$ | \$ |
| 3069 | 21554 | Exc Face Less SBQ 5 cm /> | 2 | EA | \$687.25 | % | \$ | \$ |
| 3070 | 21555 | Exc Neck Less SC < 3 cm | 1 | EA | \$285.34 | % | \$ | \$ |
| 3071 | 21920 | Biopsy Soft Tissue Back | 1 | EA | \$150.51 | % | \$ | \$ |
| 3072 | 21931 | Exc back les sc 3 cm/> | 1 | EA | \$440.75 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 3073 | 21933 | Exc back tum deep 5 cm/> | 1 | EA | \$692.87 | % | \$ | \$ |
| 3074 | 22900 | Exc Abdl Tum Deep < 5 cm | 1 | EA | \$529.68 | % | \$ | \$ |
| 3075 | 22903 | Exc Abd less SC 3 cm /> | 2 | EA | \$411.41 | % | \$ | \$ |
| 3076 | 28800 | Amputation of midfoot | 1 | EA | \$513.78 | % | \$ | \$ |
| 3077 | 28805 | Amputation thru metatarsal | 4 | EA | \$699.25 | % | \$ | \$ |
| 3078 | 28810 | Amputation toe & metatarsal | 4 | EA | \$408.03 | % | \$ | \$ |
| 3079 | 28820 | Amputation toe | 10 | EA | \$375.75 | % | \$ | \$ |
| 3080 | 32551 | Insertion of chest tube | 8 | EA | \$151.20 | % | \$ | \$ |
| 3081 | 36260 | Insertion of infusion pump | 1 | EA | \$608.27 | % | \$ | \$ |
| 3082 | 36561 | Insert tunneled cv cath | 8 | EA | \$323.77 | % | \$ | \$ |
| 3083 | 36589 | Insert non-tunnel cv cath | 3 | EA | \$131.20 | % | \$ | \$ |
| 3084 | 36590 | Removal tunneled cv cath | 4 | EA | \$181.39 | % | \$ | \$ |
| 3085 | 37609 | Temporal artery procedure | 2 | EA | \$194.96 | % | \$ | \$ |
| 3086 | 38100 | Removal of spleen total | 1 | EA | \$1,090.72 | % | \$ | \$ |
| 3087 | 38500 | Biopsy/removal lymph nodes | 1 | EA | \$238.61 | % | \$ | \$ |
| 3088 | 38510 | Biopsy/removal lymph nodes | 2 | EA | \$395.47 | % | \$ | \$ |
| 3089 | 43215 | Esophagoscopy flex remove fb | 4 | EA | \$137.05 | % | \$ | \$ |
| 3090 | 43220 | Esophagoscopy balloon <30mm | 2 | EA | \$114.43 | % | \$ | \$ |
| 3091 | 43232 | Esophagoscopy w/us needle bx | 8 | EA | \$195.19 | % | \$ | \$ |
| 3092 | 43235 | Egd diagnostic brush wash | 389 | EA | \$119.86 | % | \$ | \$ |
| 3093 | 43236 | Upper GI Scope W/Submuc Inj | 2 | EA | \$135.47 | % | \$ | \$ |
| 3094 | 43239 | Egd biopsy single/multiple | 689 | EA | \$135.16 | % | \$ | \$ |
| 3095 | 43245 | Egd dilate stricture | 7 | EA | \$171.48 | % | \$ | \$ |
| 3096 | 43246 | Place gastrostomy tube | 21 | EA | \$195.13 | % | \$ | \$ |
| 3097 | 43247 | Egd remove foreign body | 9 | EA | \$173.51 | % | \$ | \$ |
| 3098 | 43248 | Uppr GI Endoscopy/Guide Wire | 9 | EA | \$162.66 | % | \$ | \$ |
| 3099 | 43249 | Esoph egd dilation <30 mm | 27 | EA | \$149.84 | % | \$ | \$ |
| 3100 | 43250 | Egd cautery tumor polyp | 20 | EA | \$165.95 | % | \$ | \$ |
| 3101 | 43251 | Egd remove lesion snare | 17 | EA | \$192.43 | % | \$ | \$ |
| 3102 | 43255 | Egd control bleeding any | 1 | EA | \$197.03 | % | \$ | \$ |
| 3103 | 43280 | Laparoscopy fundoplasty | 1 | EA | \$1,021.31 | % | \$ | \$ |
| 3104 | 43450 | Dilate Esophagus 1/mult pass | 40 | EA | \$77.23 | % | \$ | \$ |
| 3105 | 43633 | Removal of stomach partial | 2 | EA | \$1,817.70 | % | \$ | \$ |
| 3106 | 43760 | Change gastrostomy tube | 23 | EA | \$45.45 | % | \$ | \$ |
| 3107 | 43800 | Reconstruction Pylorus | 1 | EA | \$877.18 | % | \$ | \$ |
| 3108 | 43830 | Place gastrostomy tube | 7 | EA | \$658.94 | % | \$ | \$ |
| 3109 | 44050 | Reduce bowel obstruction | 3 | EA | \$882.83 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 3110 | 44120 | Removal Small Intestine | 4 | EA | \$1,158.68 | % | \$ | \$ |
| 3111 | 44139 | Mobilization of colon | 4 | EA | \$115.76 | % | \$ | \$ |
| 3112 | 44140 | Partial removal of colon | 4 | EA | 1,270.05 | % | \$ | \$ |
| 3113 | 44141 | Partial removal of colon | 1 | EA | \$1,72.56 | % | \$ | \$ |
| 3114 | 44145 | Partial removal of colon | 3 | EA | \$1,575.39 | % | \$ | \$ |
| 3115 | 44147 | Partial removal of colon | 2 | EA | \$1,842.80 | % | \$ | \$ |
| 3116 | 44160 | Removal of colon | 2 | EA | \$1,176.29 | % | \$ | \$ |
| 3117 | 44188 | Lap Colostomy | 1 | EA | \$1,160.61 | % | \$ | \$ |
| 3118 | 44204 | Laparo partial colectomy | 5 | EA | \$1,462.25 | % | \$ | \$ |
| 3119 | 44205 | Lap colectomy part w/ileum | 5 | EA | \$1,272.08 | % | \$ | \$ |
| 3120 | 44207 | L colectomy/coloproctostomy | 4 | EA | \$1,736.07 | % | \$ | \$ |
| 3121 | 44213 | Lap mobil splenic fl add-on | 2 | EA | \$180.27 | % | \$ | \$ |
| 3122 | 44300 | Open Bowel to Skin | 1 | EA | \$795.11 | % | \$ | \$ |
| 3123 | 44320 | Colostomy | 2 | EA | \$1,137.92 | % | \$ | \$ |
| 3124 | 44380 | Small Bowel Endoscopy | 1 | EA | \$54.95 | % | \$ | \$ |
| 3125 | 44388 | Colonoscopy thru stoma spx | 4 | EA | \$75.19 | % | \$ | \$ |
| 3126 | 44389 | Colonoscopy with Biopsy | 1 | EA | \$168.07 | % | \$ | \$ |
| 3227 | 44602 | Suture small intestine | 1 | EA | \$1,338.26 | % | \$ | \$ |
| 3128 | 44604 | Suture large intestine | 1 | EA | \$1,003.20 | % | \$ | \$ |
| 3129 | 44625 | Repair bowel opening | 1 | EA | \$967.77 | % | \$ | \$ |
| 3130 | 44626 | Repair bowel opening | 5 | EA | \$1,521.50 | % | \$ | \$ |
| 3131 | 44640 | Repair bowel-skin fistula | 1 | EA | \$1,329.96 | % | \$ | \$ |
| 3132 | 44650 | Repair bowel fistula | 1 | EA | \$1,374.17 | % | \$ | \$ |
| 3133 | 44661 | Repair Bowel-Bladder Fistula | 1 | EA | \$1,479.11 | % | \$ | \$ |
| 3134 | 44900 | Drain App Abscess Open | 1 | EA | \$730.48 | % | \$ | \$ |
| 3135 | 44960 | Appendectomy | 2 | EA | \$825.11 | % | \$ | \$ |
| 3136 | 44970 | Laparoscopy appendectomy | 21 | EA | \$566.21 | % | \$ | \$ |
| 3137 | 45100 | Biopsy Rectum | 1 | EA | \$282.26 | % | \$ | \$ |
| 3138 | 45112 | Removal Rectum | 1 | EA | \$1,793.14 | % | \$ | \$ |
| 3139 | 45171 | Exc Tect Tum Transanal Part | 1 | EA | \$567.15 | % | \$ | \$ |
| 3140 | 45172 | Exc rect tum transanal full | 2 | EA | \$771.31 | % | \$ | \$ |
| 3141 | 45300 | Proscosigmoidoscopy | 2 | EA | \$51.59 | % | \$ | \$ |
| 3142 | 45330 | Diagnostic Sigmoidoscopy | 18 | EA | \$54.07 | % | \$ | \$ |
| 3143 | 45331 | Sigmoidoscopy and Biopsy | 4 | EA | \$69.58 | % | \$ | \$ |
| 3144 | 45333 | Sigmoidoscopy and Polypectomy | 2 | EA | \$90.91 | % | \$ | \$ |
| 3145 | 45335 | Sigmoidoscopy W/Submuc Inj | 2 | EA | \$64.09 | % | \$ | \$ |
| 3146 | 45338 | Sigmoidoscopy W/Tumr Remov | 8 | EA | \$117.48 | % | \$ | \$ |
| 3147 | 45378 | Diagnostic colonoscopy | 878 | EA | \$180.78 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-----------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 3148 | 45380 | Colonoscopy and biopsy | 398 | EA | \$196.81 | % | \$ | \$ |
| 3149 | 45381 | Colonoscopy submucous njx | 36 | EA | \$196.81 | % | \$ | \$ |
| 3150 | 49521 | Rerepair ing hernia blocked | 10 | EA | \$674.57 | % | \$ | \$ |
| 3151 | 49550 | Rpr Rem Hernia Init Reduce | 1 | EA | \$541.30 | % | \$ | \$ |
| 3152 | 49555 | Rerepair fem hernia reduce | 1 | EA | \$563.43 | % | \$ | \$ |
| 3153 | 49560 | Rpr ventral hern init reduc | 8 | EA | \$695.31 | % | \$ | \$ |
| 3154 | 49561 | Rpr ventral hern init block | 26 | EA | \$877.06 | % | \$ | \$ |
| 3155 | 49565 | Rerepair ventrl hern reduce | 1 | EA | \$723.85 | % | \$ | \$ |
| 3156 | 49566 | Rerepair ventrl hern block | 4 | EA | \$885.07 | % | \$ | \$ |
| 3157 | 49568 | Hernia repair w/mesh | 36 | EA | \$254.04 | % | \$ | \$ |
| 3158 | 49582 | Rpr Umb Hern Block | 1 | EA | \$452.44 | % | \$ | \$ |
| 3159 | 49585 | Rpr umbil hern reduc > 5 yr | 8 | EA | \$417.76 | % | \$ | \$ |
| 3160 | 49587 | Rpr umbil hern block > 5 yr | 43 | EA | \$446.26 | % | \$ | \$ |
| 3161 | 49590 | Repair spigelian hernia | 2 | EA | \$538.06 | % | \$ | \$ |
| 3162 | 99203 | Office/outpatient visit new | 1200 | EA | \$73.06 | % | \$ | \$ |
| 3163 | 99204 | Office/outpatient visit new | 50 | EA | \$123.75 | % | \$ | \$ |

Total Estimate for Option Period 3: \$ _____

SCHEDULE OF SERVICES: Period of Performance - OPTION 4: June 01, 2022 to May 31, 2023

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 4001 | 10021 | Fna w/o image | 2 | EA | \$66.51 | % | \$ | \$ |
| 4002 | 10060 | Drainage of skin abscess | 28 | EA | \$91.82 | % | \$ | \$ |
| 4003 | 10061 | Drainage of skin abscess | 12 | EA | \$169.55 | % | \$ | \$ |
| 4004 | 10081 | Drainage Pilonidal Cyst | 1 | EA | \$160.77 | % | \$ | \$ |
| 4005 | 10120 | Remove foreign body | 2 | EA | \$97.36 | % | \$ | \$ |
| 4006 | 10121 | Remove foreign body | 1 | EA | \$175.16 | % | \$ | \$ |
| 4007 | 10140 | Drainage hematoma | 1 | EA | \$111.88 | % | \$ | \$ |
| 4008 | 10180 | Complex Drainage Wound | 1 | EA | \$166.31 | % | \$ | \$ |
| 4009 | 11008 | Remove mesh from abd wall | 1 | EA | \$260.88 | % | \$ | \$ |
| 4010 | 11011 | Debride skin musc at fx site | 1 | EA | \$285.01 | % | \$ | \$ |
| 4011 | 11012 | Debride skin bone at fx site | 2 | EA | \$402.87 | % | \$ | \$ |
| 4012 | 11042 | Debride Sub Tissue 10 sq cm/< | 2 | EA | \$59.25 | % | \$ | \$ |
| 4013 | 11043 | Deb musc/fascia 20 sq cm/< | 1 | EA | \$148.71 | % | \$ | \$ |
| 4014 | 11044 | Deb Bone 20 sq cm/< | 3 | EA | \$220.20 | % | \$ | \$ |
| 4015 | 11100 | Biopsy Skin Lesion | 31 | EA | \$46.82 | % | \$ | \$ |
| 4016 | 11101 | Biopsy skin add-on | 22 | EA | \$23.85 | % | \$ | \$ |
| 4017 | 11200 | Removal of skintags <w/15 | 9 | EA | \$68.84 | % | \$ | \$ |
| 4018 | 11201 | Remove skintags add-on | 1 | EA | \$16.29 | % | \$ | \$ |
| 4019 | 11300 | Shave skin lesion 0.5cm/< | 25 | EA | \$33.93 | % | \$ | \$ |
| 4020 | 11301 | Shave skin lesion 0.6-1.0 cm | 6 | EA | \$51.21 | % | \$ | \$ |
| 4021 | 11302 | Shave skin lesion 1.1-2.0 cm | 16 | EA | \$60.37 | % | \$ | \$ |
| 4022 | 11305 | Shave skin lesion 0.5cm/< | 4 | EA | \$38.10 | % | \$ | \$ |
| 4023 | 11306 | Shave skin lesion 0.6-1.0 cm | 9 | EA | \$50.34 | % | \$ | \$ |
| 4024 | 11310 | Shave skin lesion 0.5 cm | 5 | EA | \$45.52 | % | \$ | \$ |
| 4025 | 11311 | Shave skin lesion 0.6-1.0 cm | 11 | EA | \$62.80 | % | \$ | \$ |
| 4026 | 11400 | Exc tr-ext b9+marg 0.5 cm < | 26 | EA | \$75.59 | % | \$ | \$ |
| 4027 | 11402 | Exc tr-ext b9+marg 1.1-2 cm | 32 | EA | \$107.51 | % | \$ | \$ |
| 4028 | 11403 | Exc tr-ext b9+marg 2.1 - 3 cm | 48 | EA | \$138.28 | % | \$ | \$ |
| 4029 | 11404 | Exc tr-ext b9+marg 3.1 - 4 cm | 8 | EA | \$151.96 | % | \$ | \$ |
| 4030 | 11406 | Exc tr-ext b9+marg >4.0 cm | 14 | EA | \$231.96 | % | \$ | \$ |
| 4031 | 11420 | Exc h-f-nk-sp b9+marg < 0.5 | 7 | EA | \$76.71 | % | \$ | \$ |
| 4032 | 11421 | Exc h-f-nk-sp b9+marg 0.6 - 1 | 13 | EA | \$103.53 | % | \$ | \$ |
| 4033 | 11422 | Exc h-f-nk-sp b9+marg 1.1 - 2 | 8 | EA | \$128.03 | % | \$ | \$ |
| 4034 | 11423 | Exc h-f-nk-sp b9+marg 2.1-3 | 2 | EA | \$147.03 | % | \$ | \$ |
| 4035 | 11424 | Exc h-f-nk-sp b9+marg 3.1 - 4 | 1 | EA | \$169.04 | % | \$ | \$ |
| 4036 | 11426 | Exc h-f-nk-sp b9+marg >4 | 9 | EA | \$259.90 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|----------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 4037 | 11441 | Exc Face-MM b9+marg 0.6-1 cm | 5 | EA | \$123.05 | % | \$ | \$ |
| 4038 | 11442 | Exc Face-MM b9+marg 1.1-2 cm | 5 | EA | \$135.87 | % | \$ | \$ |
| 4039 | 11444 | Exc Face-MM b9+marg 3.1-4 cm | 1 | EA | \$213.73 | % | \$ | \$ |
| 4040 | 11600 | Exc tr-ext mal+marg 0.5 cm/< | 9 | EA | \$112.94 | % | \$ | \$ |
| 4041 | 11601 | Exc TR-Ext Mal+marg 0.6-1 cm | 23 | EA | \$140.70 | % | \$ | \$ |
| 4042 | 11602 | Exc TR-Ext Mal+marg 1.1-2 CM | 16 | EA | \$154.80 | % | \$ | \$ |
| 4043 | 11603 | Exc TR-Ext Mal+marg 2.1-3 cm | 2 | EA | \$185.67 | % | \$ | \$ |
| 4044 | 11606 | Exc TR-Ext Mal+marg >4 cm | 1 | EA | \$303.71 | % | \$ | \$ |
| 4045 | 11620 | Exc h-f-nk-sp Mal+marg .05/cm < | 4 | EA | \$114.14 | % | \$ | \$ |
| 4046 | 11621 | Exc h-f-nk-sp Mal+marg 0.6 – 1 | 2 | EA | \$141.58 | % | \$ | \$ |
| 4047 | 11622 | Exc h-f-nk-sp Mal+mrg 1.1-2 | 4 | EA | \$162.03 | % | \$ | \$ |
| 4048 | 11623 | Exc s/n/h/f/g mal+mrg 2.1-3 | 1 | EA | \$201.23 | % | \$ | \$ |
| 4049 | 11624 | Exc h-f-nk-sp Mal+mrg 3.1-4 | 1 | EA | \$227.94 | % | \$ | \$ |
| 4050 | 11640 | Exc h-f-nk-sp Mal | 4 | EA | \$118.04 | % | \$ | \$ |
| 4051 | 11641 | Exc f/e/e/n/l mal+marg 0.6-1 | 2 | EA | \$147.54 | % | \$ | \$ |
| 4052 | 11642 | Exc f/e/e/n/l mal+marg 1.1 - 2 | 5 | EA | \$173.87 | % | \$ | \$ |
| 4053 | 11643 | Exc f/e/e/n/l mal+marg 2.1 - 3 | 1 | EA | \$218.24 | % | \$ | \$ |
| 4054 | 11646 | Exc f/e/e/n/l mal+mrg >4 cm | 1 | EA | \$375.11 | % | \$ | \$ |
| 4055 | 12001 | Rpr s/n/ax/gen/trnk 2.5cm/< | 1 | EA | \$42.57 | % | \$ | \$ |
| 4056 | 12004 | Rpr s/n/ax/gen/trk7.6-12.5cm | 1 | EA | \$70.22 | % | \$ | \$ |
| 4057 | 12011 | Repair f/e/e/n/l/m 2.5 cm/< | 1 | EA | \$53.04 | % | \$ | \$ |
| 4058 | 12013 | Repair f/e/e/n/l/m 2.6-5.0 cm | 1 | EA | \$55.92 | % | \$ | \$ |
| 4059 | 15734 | Muscle Skin Grft Trunk | 8 | EA | \$1,424.92 | % | \$ | \$ |
| 4060 | 16035 | Incision of burn scab initi | 1 | EA | \$188.01 | % | \$ | \$ |
| 4061 | 17000 | Destruction Premalig Lesion | 26 | EA | \$49.36 | % | \$ | \$ |
| 4062 | 17003 | Destruction Premalig Lesion 2-14 | 31 | EA | \$2.28 | % | \$ | \$ |
| 4063 | 17004 | Destroy premal lesions 15/> | 1 | EA | \$93.75 | % | \$ | \$ |
| 4064 | 17282 | Destruction Skin Lesion | 1 | EA | \$136.19 | % | \$ | \$ |
| 4065 | 19120 | Removal of breast lesion | 2 | EA | \$386.03 | % | \$ | \$ |
| 4066 | 19300 | Removal of breast tissue | 6 | EA | \$385.98 | % | \$ | \$ |
| 4067 | 21012 | Exc face les sbq 2 cm/> | 1 | EA | \$317.51 | % | \$ | \$ |
| 4068 | 21552 | Exc Face Less SBQ 3 cm /> | 2 | EA | \$418.47 | % | \$ | \$ |
| 4069 | 21554 | Exc Face Less SBQ 5 cm /> | 2 | EA | \$687.25 | % | \$ | \$ |
| 4070 | 21555 | Exc Neck Less SC < 3 cm | 1 | EA | \$285.34 | % | \$ | \$ |
| 4071 | 21920 | Biopsy Soft Tissue Back | 1 | EA | \$150.51 | % | \$ | \$ |
| 4072 | 21931 | Exc back les sc 3 cm/> | 1 | EA | \$440.75 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 4073 | 21933 | Exc back tum deep 5 cm/> | 1 | EA | \$692.87 | % | \$ | \$ |
| 4074 | 22900 | Exc Abdl Tum Deep < 5 cm | 1 | EA | \$529.68 | % | \$ | \$ |
| 4075 | 22903 | Exc Abd less SC 3 cm /> | 2 | EA | \$411.41 | % | \$ | \$ |
| 4076 | 28800 | Amputation of midfoot | 1 | EA | \$513.78 | % | \$ | \$ |
| 4077 | 28805 | Amputation thru metatarsal | 4 | EA | \$699.25 | % | \$ | \$ |
| 4078 | 28810 | Amputation toe & metatarsal | 4 | EA | \$408.03 | % | \$ | \$ |
| 4079 | 28820 | Amputation toe | 10 | EA | \$375.75 | % | \$ | \$ |
| 4080 | 32551 | Insertion of chest tube | 8 | EA | \$151.20 | % | \$ | \$ |
| 4081 | 36260 | Insertion of infusion pump | 1 | EA | \$608.27 | % | \$ | \$ |
| 4082 | 36561 | Insert tunneled cv cath | 8 | EA | \$323.77 | % | \$ | \$ |
| 4083 | 36589 | Insert non-tunnel cv cath | 3 | EA | \$131.20 | % | \$ | \$ |
| 4084 | 36590 | Removal tunneled cv cath | 4 | EA | \$181.39 | % | \$ | \$ |
| 4085 | 37609 | Temporal artery procedure | 2 | EA | \$194.96 | % | \$ | \$ |
| 4086 | 38100 | Removal of spleen total | 1 | EA | \$1,090.72 | % | \$ | \$ |
| 4087 | 38500 | Biopsy/removal lymph nodes | 1 | EA | \$238.61 | % | \$ | \$ |
| 4088 | 38510 | Biopsy/removal lymph nodes | 2 | EA | \$395.47 | % | \$ | \$ |
| 4089 | 43215 | Esophagoscopy flex remove fb | 4 | EA | \$137.05 | % | \$ | \$ |
| 4090 | 43220 | Esophagoscopy balloon <30mm | 2 | EA | \$114.43 | % | \$ | \$ |
| 4091 | 43232 | Esophagoscopy w/us needle bx | 8 | EA | \$195.19 | % | \$ | \$ |
| 4092 | 43235 | Egd diagnostic brush wash | 389 | EA | \$119.86 | % | \$ | \$ |
| 4093 | 43236 | Upper GI Scope W/Submuc Inj | 2 | EA | \$135.47 | % | \$ | \$ |
| 4094 | 43239 | Egd biopsy single/multiple | 689 | EA | \$135.16 | % | \$ | \$ |
| 4095 | 43245 | Egd dilate stricture | 7 | EA | \$171.48 | % | \$ | \$ |
| 4096 | 43246 | Place gastrostomy tube | 21 | EA | \$195.13 | % | \$ | \$ |
| 4097 | 43247 | Egd remove foreign body | 9 | EA | \$173.51 | % | \$ | \$ |
| 4098 | 43248 | Uppr GI Endoscopy/Guide Wire | 9 | EA | \$162.66 | % | \$ | \$ |
| 4099 | 43249 | Esoph egd dilation <30 mm | 27 | EA | \$149.84 | % | \$ | \$ |
| 4100 | 43250 | Egd cautery tumor polyp | 20 | EA | \$165.95 | % | \$ | \$ |
| 4101 | 43251 | Egd remove lesion snare | 17 | EA | \$192.43 | % | \$ | \$ |
| 4102 | 43255 | Egd control bleeding any | 1 | EA | \$197.03 | % | \$ | \$ |
| 4103 | 43280 | Laparoscopy fundoplasty | 1 | EA | \$1,021.31 | % | \$ | \$ |
| 4104 | 43450 | Dilate Esophagus 1/mult pass | 40 | EA | \$77.23 | % | \$ | \$ |
| 4105 | 43633 | Removal of stomach partial | 2 | EA | \$1,817.70 | % | \$ | \$ |
| 4106 | 43760 | Change gastrostomy tube | 23 | EA | \$45.45 | % | \$ | \$ |
| 4107 | 43800 | Reconstruction Pylorus | 1 | EA | \$877.18 | % | \$ | \$ |
| 4108 | 43830 | Place gastrostomy tube | 7 | EA | \$658.94 | % | \$ | \$ |
| 4109 | 44050 | Reduce bowel obstruction | 3 | EA | \$882.83 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-------------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 4110 | 44120 | Removal Small Intestine | 4 | EA | \$1,158.68 | % | \$ | \$ |
| 4111 | 44139 | Mobilization of colon | 4 | EA | \$115.76 | % | \$ | \$ |
| 4112 | 44140 | Partial removal of colon | 4 | EA | 1,270.05 | % | \$ | \$ |
| 4113 | 44141 | Partial removal of colon | 1 | EA | \$1,72.56 | % | \$ | \$ |
| 4114 | 44145 | Partial removal of colon | 3 | EA | \$1,575.39 | % | \$ | \$ |
| 4115 | 44147 | Partial removal of colon | 2 | EA | \$1,842.80 | % | \$ | \$ |
| 4116 | 44160 | Removal of colon | 2 | EA | \$1,176.29 | % | \$ | \$ |
| 4117 | 44188 | Lap Colostomy | 1 | EA | \$1,160.61 | % | \$ | \$ |
| 4118 | 44204 | Laparo partial colectomy | 5 | EA | \$1,462.25 | % | \$ | \$ |
| 4119 | 44205 | Lap colectomy part w/ileum | 5 | EA | \$1,272.08 | % | \$ | \$ |
| 4120 | 44207 | L colectomy/coloproctostomy | 4 | EA | \$1,736.07 | % | \$ | \$ |
| 4121 | 44213 | Lap mobil splenic fl add-on | 2 | EA | \$180.27 | % | \$ | \$ |
| 4122 | 44300 | Open Bowel to Skin | 1 | EA | \$795.11 | % | \$ | \$ |
| 4123 | 44320 | Colostomy | 2 | EA | \$1,137.92 | % | \$ | \$ |
| 4124 | 44380 | Small Bowel Endoscopy | 1 | EA | \$54.95 | % | \$ | \$ |
| 4125 | 44388 | Colonoscopy thru stoma spx | 4 | EA | \$75.19 | % | \$ | \$ |
| 4126 | 44389 | Colonoscopy with Biopsy | 1 | EA | \$168.07 | % | \$ | \$ |
| 4227 | 44602 | Suture small intestine | 1 | EA | \$1,338.26 | % | \$ | \$ |
| 4128 | 44604 | Suture large intestine | 1 | EA | \$1,003.20 | % | \$ | \$ |
| 4129 | 44625 | Repair bowel opening | 1 | EA | \$967.77 | % | \$ | \$ |
| 4130 | 44626 | Repair bowel opening | 5 | EA | \$1,521.50 | % | \$ | \$ |
| 4131 | 44640 | Repair bowel-skin fistula | 1 | EA | \$1,329.96 | % | \$ | \$ |
| 4132 | 44650 | Repair bowel fistula | 1 | EA | \$1,374.17 | % | \$ | \$ |
| 4133 | 44661 | Repair Bowel-Bladder Fistula | 1 | EA | \$1,479.11 | % | \$ | \$ |
| 4134 | 44900 | Drain App Abscess Open | 1 | EA | \$730.48 | % | \$ | \$ |
| 4135 | 44960 | Appendectomy | 2 | EA | \$825.11 | % | \$ | \$ |
| 4136 | 44970 | Laparoscopy appendectomy | 21 | EA | \$566.21 | % | \$ | \$ |
| 4137 | 45100 | Biopsy Rectum | 1 | EA | \$282.26 | % | \$ | \$ |
| 4138 | 45112 | Removal Rectum | 1 | EA | \$1,793.14 | % | \$ | \$ |
| 4139 | 45171 | Exc Tect Tum Transanal Part | 1 | EA | \$567.15 | % | \$ | \$ |
| 4140 | 45172 | Exc rect tum transanal full | 2 | EA | \$771.31 | % | \$ | \$ |
| 4141 | 45300 | Proscosigmoidoscopy | 2 | EA | \$51.59 | % | \$ | \$ |
| 4142 | 45330 | Diagnostic Sigmoidoscopy | 18 | EA | \$54.07 | % | \$ | \$ |
| 4143 | 45331 | Sigmoidoscopy and Biopsy | 4 | EA | \$69.58 | % | \$ | \$ |
| 4144 | 45333 | Sigmoidoscopy and Polypectomy | 2 | EA | \$90.91 | % | \$ | \$ |
| 4145 | 45335 | Sigmoidoscopy W/Submuc Inj | 2 | EA | \$64.09 | % | \$ | \$ |
| 4146 | 45338 | Sigmoidoscopy W/Tumr Remov | 8 | EA | \$117.48 | % | \$ | \$ |
| 4147 | 45378 | Diagnostic colonoscopy | 878 | EA | \$180.78 | % | \$ | \$ |

| CLIN No. | HCPCS CODE | SHORT DESCRIPTION | EST QTY | U/I | CMS UNIT COST | % of CMS UNIT COST | PROPOSED FIXED PRICE | Estimated Total Annual Cost |
|----------|------------|-----------------------------|---------|-----|---------------|--------------------|----------------------|-----------------------------|
| 4148 | 45380 | Colonoscopy and biopsy | 398 | EA | \$196.81 | % | \$ | \$ |
| 4149 | 45381 | Colonoscopy submucous njx | 36 | EA | \$196.81 | % | \$ | \$ |
| 4150 | 49521 | Rerepair ing hernia blocked | 10 | EA | \$674.57 | % | \$ | \$ |
| 4151 | 49550 | Rpr Rem Hernia Init Reduce | 1 | EA | \$541.30 | % | \$ | \$ |
| 4152 | 49555 | Rerepair fem hernia reduce | 1 | EA | \$563.43 | % | \$ | \$ |
| 4153 | 49560 | Rpr ventral hern init reduc | 8 | EA | \$695.31 | % | \$ | \$ |
| 4154 | 49561 | Rpr ventral hern init block | 26 | EA | \$877.06 | % | \$ | \$ |
| 4155 | 49565 | Rerepair ventrl hern reduce | 1 | EA | \$723.85 | % | \$ | \$ |
| 4156 | 49566 | Rerepair ventrl hern block | 4 | EA | \$885.07 | % | \$ | \$ |
| 4157 | 49568 | Hernia repair w/mesh | 36 | EA | \$254.04 | % | \$ | \$ |
| 4158 | 49582 | Rpr Umb Hern Block | 1 | EA | \$452.44 | % | \$ | \$ |
| 4159 | 49585 | Rpr umbil hern reduc > 5 yr | 8 | EA | \$417.76 | % | \$ | \$ |
| 4160 | 49587 | Rpr umbil hern block > 5 yr | 43 | EA | \$446.26 | % | \$ | \$ |
| 4161 | 49590 | Repair spigelian hernia | 2 | EA | \$538.06 | % | \$ | \$ |
| 4162 | 99203 | Office/outpatient visit new | 1200 | EA | \$73.06 | % | \$ | \$ |
| 4163 | 99204 | Office/outpatient visit new | 50 | EA | \$123.75 | % | \$ | \$ |

Total Estimate for Option Period 4: \$_____

Total Estimate for Base Performance Period and All Option Periods: \$_____

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL:

1.1. Services Provided: The Contractor shall provide Board Certified General Surgery Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Veterans Health Care System of the Ozarks.

1.2. Place of Performance – Veterans Health Care System of the Ozarks, 1100 N. College Ave., Fayetteville, AR 72703.

1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority.

1.4. Policy/Handbooks:

1.4.1. VA Directive 1663: Health Care Resources Contracting - Buying

http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347

1.4.2. VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)

https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

1.4.3. VHA Handbook 1100.17: National Practitioner Data Bank Reports -

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135

1.4.4. - VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364

1.4.5. VHA Handbook 1100.19 Credentialing and Privileging -

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910

1.4.6. VHA Handbook 1907.01 Health Information Management and Health Records:

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791

1.4.7. Privacy Act of 1974 (5 U.S.C. 552a) as amended

http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm

1.5. Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.

1.5.1. ABOS: American Board of General Surgery <https://www.abos.org/>

1.5.2. ACGME: Accreditation Council for Graduate Medical Education

1.5.3. ACLS: Advanced Cardiac Life Support

1.5.4. AOD: Admitting Officer of the Day

1.5.5. BLS: Basic Life Support

1.5.6. CCNE: Commission on Collegiate Nursing Education:

www.aacn.nche.edu/accreditation

1.5.7. CDC: Centers for Disease Control and Prevention

1.5.8. CDR: Contract Discrepancy Report

1.5.9. CEU: Certified Education Unit

1.5.10. CME: Continuing Medical Education

1.5.11. CMS: Centers for Medicare and Medicaid Services

- 1.5.12. Contracting Officer (CO) – The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- 1.5.13. Contracting Officer's Representative (COR) – A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.5.14. COS: Chief of Staff
- 1.5.15. CPARS: Contractor Performance Assessment Reporting System
- 1.5.16. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.17. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.18. DEA: Drug Enforcement Agency
- 1.5.19. ED: Emergency Department
- 1.5.20. FSMB: Federation of State Medical Boards
- 1.5.21. Full Time Equivalent (FTE): VA's definition for full time- working the equivalent of 80 hours every two weeks, 2080 hours per year. In calculating FTE, any hours not worked on national holidays shall not be included.
- 1.5.22. HHS: Department of Health and Human Services
- 1.5.23. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.24. HR: Human Resources
- 1.5.25. ISO: Information Security Officer
- 1.5.26. Medical Emergency - a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- 1.5.27. MOD: Medical Officer of the Day
- 1.5.28. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.29. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.5.30. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.31. NP: Nurse Practitioner
- 1.5.32. NPES: National Plan and Provider Enumeration System
- 1.5.33. PA: Physician Assistant
- 1.5.34. PALS: Pediatric Advanced Life Support
- 1.5.35. POP: Period of Performance
- 1.5.36. PPD: Purified Protein Derivative
- 1.5.37. PWS: Performance Work Statement
- 1.5.38. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care

services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.

- 1.5.39. QA/QI: Quality Assurance/Quality Improvement
- 1.5.40. QM/PI: Quality Management/Performance Improvement
- 1.5.41. QASP: Quality Assurance Surveillance Plan
- 1.5.42. Veterans Health Administration (VHA): The central office for administration of the VA medical centers through throughout the United States. The VHA is located in Washington, D.C.
- 1.5.43. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers in the states Mississippi, Louisiana, Arkansas, and Houston, Texas.
- 1.5.44. VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- 1.5.45. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.46. Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA medical Center, for purposes of this contract, this term shall mean the Veterans Health Care System of the Ozarks Medical Center.

2. QUALIFICATIONS:

2.1. Staff/Facility

- 2.1.1. License – The Contractor's physician (s) assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia) when services are performed onsite on VA property.

All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contractor's physician (s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

- 2.1.2. Board Certification - All contractor's physician(s) shall be Board Certified by the American Board of General Surgery <http://www.abos.org/> , and be currently certified in Basic Life Support (BLS) Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.
- 2.1.3. Credentialing and Privileging –Credentialing and privileging is to be done in accordance with the provisions of VHA Handbook 1100.19 referenced above. The Contractor is responsible to ensure that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any contractor's physician (s) prior to obtaining approval by the Veterans Health Care System of the Ozarks Professional Standards Board, Medical Executive Board and Medical Center Director.

2.1.3.1. If a contractor's physician (s) is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.

- 2.1.4. Technical Proficiency - Contractor's physician (s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contractor's physician (s) and contractor's physician (s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.
- 2.1.5. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor's physician (s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contractor's physician (s).
- 2.1.6. Training (ACLS, BLS, CPRS and VA MANDATORY: Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's physician (s) as required by the VA.

| <i>Training</i> | <i>Frequency (once a year, etc)</i> | <i>Annual Hours</i> | <i>METHOD To Complete</i> |
|--|---|---------------------|---|
| VA Privacy and Information Security and Rules of Behavior (Cyber Security) | Once a year | 1.0 | Computer Based TNG using TMS at Facility or VPN (if granted access using VPN) |
| Privacy and HIPAA Training | Once a year | 1.0 | Computer Based TNG using TMS at Facility or VPN (if granted access using VPN) |

- 2.1.7. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for physicians within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.

- 2.1.7.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all contractor's physician (s). A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.

- 2.1.7.2. RUBELLA TESTING: Contractor shall provide proof of immunization for all contractor's physician (s) for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.
- 2.1.7.3. INFLUENZA VACCANTION: All healthcare personnel are required to receive seasonal influenza vaccination annually or to wear mask throughout the influenza season during performance of contractual duties that put them in contact with patients. Contractor shall provide proof of influenza vaccination for all contractor's physicians if obtained outside VA."
- 2.1.7.4. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide generic self-study training for all contractor's physician (s); provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.1.8. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.
- 2.1.9. DEA - Contractor shall provide copy of current DEA certificate.
- 2.1.10. Conflict of Interest: The Contractor and all contractor's physician (s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.
- 2.1.11. Citizenship related Requirements:

- 2.1.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
- 2.1.11.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
- 2.1.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.
- 2.1.11.4. 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 18 U.S.C. 1001.
- 2.1.11.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.
- 2.1.12. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
 - 2.1.12.1 Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contractor's physician (s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that

employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

2.1.12.2 By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.

- 2.2 Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.
- 2.3 Non-Personal Healthcare Services: The parties agree that the Contractor and all contractor's physician(s) shall not be considered VA employees for any purpose.
- 2.4 Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.
- 2.5 Prohibition Against Self-Referral: Contractor's physicians are prohibited from referring VA patients to contractor's or their own practice(s).
- 2.6 Inherent Government Functions: Contractor and Contractor's physician (s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- 2.7 No Employee status: The Contractor shall be responsible for protecting Contractor's physician (s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
 - 2.7.1 Workers' compensation
 - 2.7.2 Professional liability insurance
 - 2.7.3 Health examinations
 - 2.7.4 Income tax withholding, and
 - 2.7.5 Social security payments.
- 2.8 Tort Liability: The Federal Tort Claims Act does not cover Contractor or contractor's physician (s). Contractor or contractor's physician (s) has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contractor's physician (s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.9 Key Personnel:

- 2.9.1 The VA Full Time Equivalency (FTE) for the services required is undetermined and relative to the number of procedures required by beneficiaries and the complexity of those procedures.
- 2.9.2 The number of Board Certified General Surgery physicians required to be on site on a daily basis will be determined by the clinical needs of the beneficiaries.
- 2.9.3 The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled physician is unable to complete an assigned shift, the contractor shall provide replacement physician coverage within 2 hours and notify the Contracting Office Representative (COR) at the Veterans Health Care System of the Ozarks immediately of the schedule change.**
- 2.9.4 Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within fifteen (15) day (s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least fifteen (15) calendar days prior to making any permanent substitutions.
- 2.9.4.1 The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.
- 2.9.4.2 For temporary substitutions where the key person shall not be reporting to work for three (3) consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.
- 2.9.4.3 The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives.

Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's physician (s), s/he may request, without cause, immediate replacement of said Contractor's physician (s). The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.

2.9.4.4 Contingency Plan: Because continuity of care is an essential part of VAMC's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's physician (s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

3. VA HOURS OF OPERATION/SCHEDULING:

3.1 VA Business Hours:

- 3.1.1 Patients must be seen by a contractor's physician (s) on-site at Veterans Health Care System of the Ozarks in a timely manner in accordance with VA Rules and Regulations on clinic wait times and consult completion. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.
- 3.1.2 Contractor's physician (s) shall be available and present in clinic during normal Veterans Health Care System of the Ozarks clinic hours, Veterans Health Care System of the Ozarks which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are Tuesday 8:30 a.m. through 11:00 a.m., Thursday 8:30 a.m. through 11:00 a.m.
- 3.1.3 Off-hours Coverage: Contractor must make the contractor's physician (s) available on-call during all hours when the Veterans Health Care System of the Ozarks clinic is closed, including evenings, weekends and holidays.
 - 3.1.3.1 On-call contractor's physician (s) must be available at all times for phone consultations with VA residents and physicians.
 - 3.1.3.2 Patients must be seen within 60 minutes of the page when medically indicated

3.2 Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:

- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas
- Any day specifically declared by the President of the United States to be a national holiday.

3.3 Cancellations: VHSO shall provide 30-day notice to the contractor of clinic cancellations due to mandated training and other functions.

3.3.1 Unless a state of emergency has been declared, the Contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

4.1 Clinical Personnel Required: The Contractor shall provide contractor's physician (s) who are competent, qualified per this performance work statement and adequately trained to perform assigned services. All services shall be performed at the VHSO facility. Contractor shall provide professional and technical services

4.1.1 Contractor's physician (s) shall be responsible for signing in and out when in attendance.

4.2 Standards of Care: The contractor's physician (s)' care shall cover the range of General Surgery services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized TJC, VA and national standards as established by:

4.2.1 American Academy of General Surgery Guidelines:

<http://www.aaos.org/research/guidelines/guide.asp>

4.2.2 VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)

https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

4.2.3 The professional standards of the Joint Commission (TJC)

http://www.jointcommission.org/standards_information/standards.aspx

4.2.4 The standards of the American Hospital Association (AHA)

<http://www.hpoe.org/resources?show=100&type=8> and;

4.2.5 The requirements contained in this PWS

4.3 MEDICAL RECORDS

4.3.1 Authorities: Contractor's physician (s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

4.3.2 HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate

transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

- 4.3.3 Disclosure: Contractor's physician (s) may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.
- 4.3.4 Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records*: http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791 and all guidelines provided by the VAMC.
- 4.3.5 Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address: VHSO Privacy Officer, 1100 N. College Ave., Fayetteville, AR 72703

4.4 Direct Patient Care: 85% of the time involved in direct patient care.

- 4.4.1 Per the qualification section of this PWS, the Contractor shall provide the following staff:

4.4.1.1 Board Certified General Surgeons

- 4.4.2 Scope of Care: Contractor's physician (s) (as appropriate and within scope of practice/privileging) shall be responsible for providing General Surgery care, including, but not limited to :

- 4.4.2.1 Clinic and Surgical Care: Contractor's physician (s) shall provide clinical General Surgery services. Contractor's physician (s) shall be present on time for any scheduled clinics/surgeries as documented by physical presence in the clinic or operating room at the scheduled start time.

4.4.2.1.1 Approximate case load is as follows: # of surgical procedures per year: 4,712

4.4.2.1.2 Operative Services: Contractor's physician (s) shall provide comprehensive clinical General Surgery services

4.4.2.1.3 Intraoperative Follow-up: The Contractor's physician (s) shall be present in the operating suite for all General Surgery procedures.

4.4.2.1.4 Postoperative Follow-Up. Contractor's physician (s) rounds shall be conducted on postoperative patients in the Surgical Intensive Care Unit (SICU) and on the wards. All cases will be discussed in morbidity and mortality conferences, and the contractor's physician (s) (s) will provide appropriate information to the COR for inclusion in departmental reports.

4.4.2.1.5 Contractor's physician (s) shall provide consultative services at the patient's bedside if the patient is not ambulatory and in the clinic setting if the patient is able to report to the outpatient clinic. Procedures shall be scheduled for completion within 30 days of the date of the consult.

4.4.2.2 Medications: Contractor's physician (s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.

4.4.2.3 Discharge education: Contractor's physician (s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all General Surgery clinical or surgical patients.

4.5 ADMINISTRATIVE: 15% of time not involved in direct patient care.

4.5.1 Contractors will display badges identifying themselves as "Contract Physicians". During meetings Contract Physicians can express their professional concerns and make recommendations, but cannot establish or make policy.

4.5.2 Quality Improvement Meetings: The contractor's physician (s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the VAMC Chief of Service, Chief of Staff, or designee.

List all meetings, associated time and frequency.

| <i>Meeting</i> | <i>Frequency (once a year, etc)</i> | <i>Annual Hours</i> |
|----------------|-------------------------------------|---------------------|
| M&M Committee | Once per month | 12 |

4.5.2.1 Staff Meetings: The contractor's physician (s) shall attend staff meetings as required by the VAMC Chief of Service, Chief of Staff, or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

List all meetings, associated time and frequency.

| <i>Meeting</i> | <i>Frequency (once a year, etc)</i> | <i>Annual Hours</i> |
|----------------|-------------------------------------|---------------------|
| <i>AD HOC</i> | <i>3-4</i> | <i>3-4</i> |

4.5.2.2 QA/QI documentation: The contractor's physician (s) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.

4.5.2.3 Patient Safety Compliance and Reporting: Contractor's physician (s) shall follow all established patient safety and infection control standards of care. Contractor's physician (s) shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR VA Safety Policy. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

4.6 PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)

4.6.1 Quality Management/Quality Assurance Surveillance: Contractor's physician (s) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.6.2 Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that The Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

4.6.3 The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

4.6.4 Performance Standards:

4.6.4.1 Measure: Provider Quality Performance

Performance Requirement:

Standard: OPPE documentation for all (100%) staff providing services under the contract.
 All staff (100%) meet Standards.
 Acceptable Quality Level: 100% meet Standards
 Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this contract. OPPE data will review the following elements:

- A. Patient Care Performance
- B. Medical/Clinical knowledge
- C. Practiced Based Learning and Improvement
- D. Interpersonal and Communication Skills
- E. Professionalism
- F. System Based Practice

Frequency: Quarterly

Incentive: Positive Past Performance

Disincentive: Negative Past Performance, (should there be deductions for this standard)

4.6.4.2 Measure: Qualifications of Key Personnel

Performance Requirement: All contractor's physician (s) shall be Board Certified in accordance with American Board of Surgery Standards.

Standard: All (100%) contractor's physician (s) are Board Certified

Acceptable Quality Level: 100%

Surveillance Method: Random Inspection of qualification documents

Frequency: Random

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

4.6.4.3 Measure: Scope of Practice/Privileging

Performance Requirement: Contractor's physician (s) perform within their individual scopes of practice/privileging.

Standard: All (100%) contractor's physician (s) perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level: 100% contractor's physician (s) perform within their scope of practice/privileges 100% of the time.

Surveillance Method: Random Inspection of records.

Frequency: Random

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

4.6.4.4 Measure: Patient Access

Performance Requirement: The Contractor shall provide contractor's physician (s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.

Standard: All (100%) contractor's physician(s) are on time and available to perform services.

Acceptable Quality Level: Contractor's physician (s) is on-time and available to perform services 75% of the time

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency: Random

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation,

4.6.4.5 Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)

Standard: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Acceptable Quality Level: 100% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Surveillance Method: Periodic Sampling and Random Sampling

Frequency: Random

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation,

4.6.4.6 Measure: Maintains licensing, registration, and certification

Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.

Standard: All (100%) licensing, registration(s) and certification(s) for contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: 100% licensing, registration(s) and certification(s) for contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current.

Surveillance Method: Periodic Sampling and Random Sampling

Frequency: Quarterly

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.6.4.7 Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per VAMC policy

Standard: All (100%) of required training is complete on time by contractor's physician (s).

Acceptable Quality Level: 90% completions.

Surveillance Method: Periodic Sampling

Frequency: Monthly

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.6.4.8 Measure: Privacy, Confidentiality and HIPAA

Performance Requirement:

Standard: All (100%) contractor's physician (s) (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA

Acceptable Quality Level: 100%.

Surveillance Method: Periodic Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.

Frequency: Periodic Sampling and Random Sampling

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.7 Registration with Contractor Performance Assessment Reporting System

- 4.7.1 As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided

an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

- 4.7.2 Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 4.7.3 For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.
- 4.7.4 Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.
- 4.8 EMAIL: Contractors conducting VA business who are assigned VA email accounts will use those accounts to transmit emails that meet the definition of a Federal Record ("record emails"). If a contractor is unable to use the VA email account due to technical constraints, the corporate email account may be used if at least one of the following requirements is met:
 - 4.8.1 The record emails contain no Controlled Unclassified Information or other VA sensitive information, or are protected by encryption compliant with the standards established by the National Institute of Standards and Technology (NIST) in Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules; or
 - 4.8.2 The contractor has implemented basic safeguards as outlined in 48 Code of Federal Regulations (C.F.R.) § 52.204-21 and the recommended security requirements in NIST Special Publication (SP) 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations.

5 GOVERNMENT RESPONSIBILITIES.

- 5.1 Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: (enter contract administration if not already listed in another area- list the title (not name) and contact information for COR, Clinical point of contact, and any other relevant personnel involved).

5.1.1 CO RESPONSIBILITIES:

CO for this contract is:

Martin Priest
Alexandria VA Healthcare System, 2495 Shreveport Highway, Pineville, LA 71360
318-466-4371
martin.priest@va.gov

- 5.1.1.1 The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.
- 5.1.1.2 The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.
- 5.1.1.3 In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

5.1.2 COR Responsibilities:

The COR for this contract is:

Ms. Pamela Skinner
Administrative Officer, VHSO, Surgery Services, 1100 N. College Ave, Fayetteville, AR
72703
479-443-4301 x64240
pamela.skinner@va.gov.

- 5.1.2.1 The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.1.2.2 The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.
- 5.1.2.3 The COR will maintain a record-keeping system of services by electronic record keeping. The COR will review this data monthly when invoices are received and certify all invoices for payment by the HCPC codes completed on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.1.2.4 The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.1.2.5 All contract administration functions will be retained by the VA.

6 SPECIAL CONTRACT REQUIREMENTS

6.1 Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the Contract. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

6.1.1 The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the PWS and is provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

| What | Submit as noted | Submit To |
|---|---|--|
| Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards | Upon proposal and as frequently as indicated in the performance standards. | Contracting Officer |
| Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff | Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel. | Contracting Officer with proposal; renewal submitted to VETPRO system. |
| Certification that staff list have been compared to OIG list | Upon proposal and upon new hires. | Contracting Officer |
| Proof of Indemnification and Medical Liability Insurance | Upon proposal and upon renewals. | Contracting Officer |
| Certificates of Completion for Cyber Security and Patient Privacy Training Courses | Before receiving an account on VA Network and annual training and new hires. | Contracting Officer |
| ACLS/BLS Certification | Upon award and every two years after award. | COR |
| Contingency plan for replacing key personnel to maintain services as required under the terms of the contract | Upon proposal and as updated | Contracting Officer Upon Proposal – COR as Updated |

| | | |
|---|---------------|---------------------|
| Attachment 4 – Past Performance Questionnaire | Upon proposal | Contracting Officer |
| Attachment 5 – Past Performance References | Upon Proposal | Contracting Officer |

6.2 Billing:

6.2.1 Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the month. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a “proper” invoice in accordance with FAR 52.212-4 (g), all invoices must include:

- 6.2.1.1 Name and Address of Contractor
- 6.2.1.2 Invoice Date and Invoice Number
- 6.2.1.3 Contract Number and Purchase/Task Order Number
- 6.2.1.4 Date of Service
- 6.2.1.5 Contractor’s physician (s)
- 6.2.1.6 Name of Patient
- 6.2.1.7 Identification Number of the Patient
- 6.2.1.8 Procedure(s) Performed
- 6.2.1.9 Number of each HCPC Code(s) of Procedure(s) Performed
- 6.2.1.10 Price of each HCPC Code(s).
- 6.2.1.11 Total Price

6.3 Vendor Electronic Invoice Submission Methods:

6.3.1 Invoices will be electronically submitted to Tungsten website at <http://www.tungstennetwork.com/uk/en>. Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During implementation (technical set-up), Tungsten will confirm your Tax Payer ID number with the VA-FSC. This process can take up to 5 business days to completed to ensure you is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to FA-FSC please review “How to Create an Invoice” within the How To Guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (Your CO or buyer). The -FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact: Tungsten Support; Phone: 1-877-489-6135; website: <http://www.tungsten-network.com/uk/en/>.

6.4 Payment Adjustments/Performance Related Payment Deductions:

- 6.4.1 The contractor shall be paid only for actual work performed.
- 6.4.2 Post-op global period applicable to the repair, usually 90 days

- 6.4.3 Contractor shall apply Multiple Procedure Reduction Policy where all reimbursement for subsequent surgical procedures performed during the same operative session by the same physician is reduced by 50%:

<http://www.cms.hhs.gov/physicianfeesched/downloads/CMS-1385-FC.pdf>

- 6.4.4 Highest repair – 100%
- 6.4.5 Next repair reimbursed – 50%

6.5 Payments in full/no billing VA beneficiaries: The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

6.5.1 To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment.

6.5.2 The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

6.6 Contractor Security Requirements (Handbook 6500.6): The Contractor will not permit any employee to begin work at a VHSO prior to confirmation from the VA that the individual's background investigation has been reviewed and released to the Office of Personnel Management (OPM), by the Security and Investigations Center (SIC), and that credentialing and privileging requirements have been met. A copy of licenses must be provided with offer and will be updated annually. Any changes related to the providers' licensing or credentials will be reported immediately to the VA Credentialing Office. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until such time as the deficiency is corrected.

6.7 Background Investigation: All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive information. The level of background investigation is commensurate with the level of access needed to perform the requirement is a National Agency Check with Inquires (NACI). This requirement is applicable to all subcontractor personnel requiring the same access.

7 VA Information and Information System Security/Privacy

7.1 GENERAL Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

7.2 ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

7.2.1 A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

7.2.2 All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process

of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

- 7.2.3 Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- 7.2.4 Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- 7.2.5 The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

7.3 VA INFORMATION CUSTODIAL LANGUAGE

- 7.3.1 Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- 7.3.2 VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- 7.3.3 Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

- 7.3.4 The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- 7.3.5 The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- 7.3.6 If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- 7.3.7 If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- 7.3.8 The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- 7.3.9 The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- 7.3.10 Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- 7.3.11 Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
- 7.3.12 For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

7.4 INFORMATION SYSTEM DESIGN AND DEVELOPMENT

- 7.4.1 Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.
- 7.4.2 The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- 7.4.3 The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.
- 7.4.4 Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- 7.4.5 The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.
- 7.4.6 The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
- 7.4.7 The contractor/subcontractor agrees to:
 - 7.4.7.1 Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - 7.4.7.1.1 The Systems of Records (SOR); and
 - 7.4.7.1.2 The design, development, or operation work that the contractor/subcontractor is to perform;
 - 7.4.7.1.2.1 Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and
 - 7.4.7.1.2.2 Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.
- 7.4.8 In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on

individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

- 7.4.8.1 "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.
- 7.4.8.2 "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
- 7.4.8.3 "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
- 7.4.9 The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
- 7.4.10 The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 14 days.
- 7.4.11 When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 30 days.
- 7.4.12 All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

7.5 INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

- 7.5.1 For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external

Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

- 7.5.2 Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
- 7.5.3 Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
- 7.5.4 The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
- 7.5.5 The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
- 7.5.6 VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are

responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

- 7.5.7 All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
- 7.5.8 Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
 - 7.5.8.1 Vendor must accept the system without the drive;
 - 7.5.8.2 VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
 - 7.5.8.3 VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
 - 7.5.8.4 Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - 7.5.8.4.1 The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - 7.5.8.4.2 Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - 7.5.8.4.3 A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

7.6 SECURITY INCIDENT INVESTIGATION

- 7.6.1 The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.
- 7.6.2 To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- 7.6.3 With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should

have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

- 7.6.4 In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7.7 LIQUIDATED DAMAGES FOR DATA BREACH

- 7.7.1 Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- 7.7.2 The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- 7.7.3 Each risk analysis shall address all relevant information concerning the data breach, including the following:
- 7.7.3.1 Nature of the event (loss, theft, unauthorized access);
 - 7.7.3.2 Description of the event, including:
 - 7.7.3.2.1 date of occurrence;
 - 7.7.3.2.2 data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - 7.7.3.3 Number of individuals affected or potentially affected;
 - 7.7.3.4 Names of individuals or groups affected or potentially affected;
 - 7.7.3.5 Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
 - 7.7.3.6 Amount of time the data has been out of VA control;
 - 7.7.3.7 The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - 7.7.3.8 Known misuses of data containing sensitive personal information, if any;
 - 7.7.3.9 Assessment of the potential harm to the affected individuals;
 - 7.7.3.10 Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
 - 7.7.3.11 Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

7.7.4 Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

7.7.4.1 Notification;

7.7.4.2 One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

7.7.4.3 Data breach analysis;

7.7.4.4 Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

7.7.4.5 One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

7.7.4.6 Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

7.7.4.7 **However, it is the policy of VA to forgo collection of liquated damages in the vent the contractor provides payment of actual damages in a amount determined to be adequate by the agency.**

7.8 SECURITY CONTROLS COMPLIANCE TESTING

7.8.1 On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

7.9 TRAINING

7.9.1 All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

7.9.1.1 Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

7.9.1.2 Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

7.9.1.3 Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

7.9.1.4 Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

7.9.2 The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

- 7.9.3 Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

SECTION C - CONTRACT CLAUSES

C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible

after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

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

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

(End of Addendum to 52.212-4)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

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

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☒ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.5 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 date of award through end of contract not to exceed five years and six months.

(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)

C.6 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 \$100.00, 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 \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 3 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)

C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

"maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

(End of Clause)

C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration..

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$1,000,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.11 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 31 May 2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 May 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.13 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.14 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.15 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://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

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

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|--|--------------------|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.227-14 | RIGHTS IN DATA—GENERAL | MAY 2014 |
| 52.227-17 | RIGHTS IN DATA—SPECIAL WORKS | DEC 2007 |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS | MAY 1999 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.217-4 | EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD | JUN 1988 |
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |

C.16 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

C.17 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.18 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.19 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.21 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

\$1,000,000.00 (one million dollars)

(End of Clause)

C.22 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Arkansas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.23 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: ATTACHMENT 1 - Quality Assurance Surveillance Plan.

See attached document: ATTACHMENT 2 - Contractor Certification.

See attached document: ATTACHMENT 3 - Rules of Behavior.

See attached document: ATTACHMENT 4 - PAST PERFORMANCE QUESTIONNAIRE-Genearl Surgery.

See attached document: ATTACHMENT 5 - PAST PERFORMANCE REFERENCES-.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

1. 52.212-1 item (c) *Period for acceptance of offers*. This paragraph is changed to read. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.
2. Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
3. The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:
None
4. Proposals, amendments, any attachments and all documentation requested in the solicitation are to be submitted electronically to the contracting officer at email martin.priest@va.gov by the closing date and time stipulated on the SF1449, page 1, block 6 - closing date and block 8 – closing time

(End of Addendum to 52.212-1)

E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

EVALUATION: A best value approach will be used utilizing the Evaluation Criteria below. Individual physicians will be evaluated, management capability will be evaluated, past performance will be evaluated for best value to the Government. Price will be evaluated and determination will be made of fair and reasonableness. Prices are based on the CMS MEDICARE Per Procedure cost schedule with percentage reduction.

EVALUATION FACTORS:

FACTOR 1: SDVOSB/VOSB Credit: Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

FACTOR 2 - Technical Capability:

- 1) **Sub-factor A Qualifications & Experience of Medical Providers:** For each provider proposed under the contract, the following documentation is required:
 - a) Evidence of professional licensure/certification and transcript from educational institution(s) certifying completion of graduation requirements
 - b) CV's/resumes documenting current and previous experience in providing general surgery physician services
 - c) Transcripts documenting educational requirements and continuing education
 - d) Names and contact information (telephone numbers and e-mail addresses) of three individuals who have firsthand knowledge of qualifications and competency of the proposed provider
 - e) Skills assessments, competencies and evaluation documenting performance
 - f) Health safety items for each proposed provider
- 2) **Sub-factor B Management Capability:** Provide the following information detailing how the offeror will meet the requirements of the solicitation:
 - a) Ability to provide full range of services required in the Performance Work Statement
 - b) Ability to monitor quality, appropriateness of care and patient satisfaction.
 - c) Provide contingency plan when staff member leaves or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

Factor 3 – Past Performance. This factor will be used to assess an offeror's likelihood of performing successfully on this contract. Past performance will be assessed for relevancy, recent, and confidence/success. For this factor:

- a) The Government shall review available past performance data in the Federal Awardee Performance and Integrity Information System found in the Past Performance Information Retrieval System found at <https://fapiis.ppirs.gov/>.
- b) Offerors shall identify three (3) current or recently completed (within the past three years) contracts that are similar in scope and dollar value to the contract being offered herein, to include contract name, dates of performance, point of contact, telephone number and e-mail address. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers. Refer to ATTACHMENT L in Section D of the RFP.
- c) Each offeror shall provide their references with a copy of the Past Performance Questionnaire/Survey (ATTACHMENT 4) in Section D of the RFP, and have it returned to the CO by the response date listed in Block 8 of SF1449. Questionnaires can be scanned and emailed from the references only to martin.priestt@va.gov. It is the Offeror's responsibility to ensure their references complete and submit these questionnaires.
- d) The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.
- e) In accordance with FAR 15.305(a) (2) (iv), if an offeror has no record of relevant past performance or for whom information is not available, they will not be rated favorably or unfavorably.

FACTOR 4 - Price: Price analysis will be used to determine that the prices are fair and reasonable in accordance with FAR 13.106.3. Percentage below MEDICARE CMS Per Procedure Fee Schedule will be utilized to determine price fair and reasonableness.

Technical is more important than past performance and past performance is more important than price. Price will be evaluated for price reasonableness only.

- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision—

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 service-disabled 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 size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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 business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, 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.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(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.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

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

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

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

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| | |
|---------------|-------------------|
| Line Item No. | Country of Origin |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| | |
|---------------|-------------------|
| Line Item No. | Country of Origin |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) ☐ 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 Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

| | |
|--------------------|----------------------------|
| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) *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.

(4) *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 _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIXED PRICE, IDEFINITE QUANTITY contract resulting from this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Martin Priest

Hand-Carried Address:

DEPARTMENT OF VETERANS AFFAIRS

ALEXANDRIA VA HEALTH CARE SYSTEM
P&C DEPARTMENT/BLDG 5, ROOM 212
2495 SHREVEPORT HIGHWAY
PINEVILLE LA 71360

Mailing Address:

DEPARTMENT OF VETERANS AFFAIRS

ALEXANDRIA VA HEALTH CARE SYSTEM
P&C DEPARTMENT (90C)
PO BOX 69004
ALEXANDRIA LA 71360

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that

because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.

Washington, DC 20420

E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

QUALITY ASSURANCE PLAN

The contractor will be evaluated in accordance with the following:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: < Government will enter name>

Organization or Agency:

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: < Government will enter name>

Organization or Agency:

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary:

Alternate:

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. DIRECT OBSERVATION. 100% surveillance: Assigned VA personnel will observe contractor's performance and validate work is in accordance with the prescribed law, rule, guidance or policy in place the action taken.

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed: Ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)

c. VALIDATED USER/CUSTOMER COMPLAINTS: Review of written complaints submitted by patients or complaints relayed verbally to the VA medical staff.

d. RANDOM SAMPLING: Ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.)

e. Verification and/or documentation provided by Contractor: Licensing, certification and training documentation submitted by the contractor to the COR or assigned VA Medical staff is current, valid and accurate.

6. SAMPLE QASP PERFORMANCE REPORT DATE: _____

| Measures | PWS Reference | Performance Requirement | Standard | Acceptable Quality Level | Surveillance Method | Met AQL/DID NOT MEET AQL- CPAR RATING/ADD COMMENTS |
|-------------------------------------|--|---|--|---|---|---|
| 1-Provider Quality Performance | 4.2 | All Contractor's physician (s) shall perform in accordance with clinical standards | 100% of care provided within clinical standards of care | 100% | Direct Observation | |
| 2 - Qualifications of Key Personnel | 2.1.2; 6.1.1; 4.4.1.1; | Contractor's physician (s) Board Certified In accordance with PWS requirements. | All (100%) Contractor's physicians (s) are Board Certified | 100% | Random Inspection of qualification documents | |
| 3 - Scope of Practice/Privileging | 2.1.3; 2.1.3.1; 2.1.5; 4.4.2.1; | Contractor's physician (s) perform within their individual scopes of practice/privileging | All (100%) Contractor's physicians (s) perform within their scope of practice/privileges 100% of the time. | 100% Contractor's physician (s) perform within their scope of practice/privileges 100% of the time. | Random Inspection of records. | |
| 4- Patient Access | 4.1 4.4.2.1. | Contractor's physician (s) shall be available and in location as needed to properly perform tasks as specified. | All (100%) Contractor's physicians (s) are on time and available to perform services. | Contractor's physician (s) are on-time and available to perform services 100% of the time | Periodic Sampling of Time and Attendance Sheets | |
| 5 - Patient Safety | 4.5.2.3 4.6.2 | Patient safety incidents shall to be reported using Patient Safety Report. All incidents reported | All (100%) of patient safety incidents are reported using Patient Safety | 100% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.. | Direct Observation | |

| | | | | | | |
|--|---------------------------|--|---|---|--|--|
| | | immediately (within 24 hours.) | Report within 24 hours of incident. | | | |
| 6 - Maintains licensing, registration, and certification | 4.6.4.6 6.1.1; 6.6 | Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current. | All (100%) licensing, registration(s) and certification(s) for Contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current. | 100% licensing, registration(s) and certification(s) for Contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation | Periodic Sampling and Random Sampling | |
| 7 - Mandatory Training | 7.9 | Contractor shall complete all required training per VAMC policy | All (100%) of required training is complete on time by Contractor's physician (s). | 100% completions | Periodic Sampling | |
| 8 - Privacy, Confidentiality and HIPAA | 2.1.6; 4.3.2; 4.3.5 | Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards Zero breaches of privacy or confidentiality | All (100%) Contractor's physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA | 100% completions | Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6. | |

1. CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used (Reference: CPARS User Manual <https://www.cpars.gov/pdfs/CPARS-Guidance.pdf> p. A2-1):

| | |
|------------------------|---|
| EXCEPTIONAL: | <p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>Note: To justify an Exceptional rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p> |
| VERY GOOD: | <p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p> |
| SATISFACTORY: | <p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p> |
| MARGINAL: | <p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</p> |
| UNSATISFACTORY: | <p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p> |

8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Report (CR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CR in writing. The CR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CR on the following page.

9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE

| CONTRACT REPORT | | | | |
|---|----------------------------|---------------------------------------|--------------------|-------|
| 1. CONTRACT NUMBER | | 2. REPORT NUMBER FOR THIS DISCREPANCY | | |
| 3. TO: <i>(Contracting Officer)</i> | | 4. FROM: <i>(Name of COR)</i> | | |
| 5. DATES | | | | |
| a. CR PREPARED | b. RETURNED BY CONTRACTOR: | | c. ACTION COMPLETE | |
| 6. Issue Identified <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i> | | | | |
| 7. SIGNATURE OF COR | | | | Date: |
| 8. SIGNATURE OF CONTRACTING OFFICER | | | | Date: |
| 9a. TO <i>(Contracting Officer)</i> | | 9a. FROM <i>(Contractor)</i> | | |
| 10. CONTRACTOR RESPONSE AS TO CAUSE AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i> | | | | |
| 11. SIGNATURE OF CONTRACTOR REPRESENTATIVE | | | | Date: |
| 12. GOVERNMENT EVALUATION. | | | | |
| 13. GOVERNMENT ACTIONS | | | | |
| 14. CLOSE OUT | | | | |
| | NAME | TITLE | SIGNATURE | DATE |
| CONTRACTOR NOTIFIED | | | | |
| COR | | | | |
| CONTRACTING OFFICER | | | | |

CONTRACTOR CERTIFICATION

The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

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 18 U.S.C. 1001.

MARCH 12, 2010**VA HANDBOOK 6500.6
APPENDIX D****CONTRACTOR RULES OF BEHAVIOR**

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.

b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.

c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.

d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.

e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).

**VA HANDBOOK 6500.6
APPENDIX D****MARCH 12, 2010**

f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

2. GENERAL RULES OF BEHAVIOR

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not

MARCH 12, 2010**VA HANDBOOK 6500.6
APPENDIX D**

confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

(11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.

(12) Ensure that the COTR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COTR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COTR.

**VA HANDBOOK 6500.6
APPENDIX D****MARCH 12, 2010**

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COTR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4. STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone

Position Title

Contractor's Company
Name

Please complete and return the original signed document to the COTR within the timeframe stated in the terms of the contract.

PAST PERFORMANCE QUESTIONNAIRE – General Surgery

1. The Contractor identified below has requested that you complete a past performance questionnaire on their behalf. This questionnaire will be used by the Contracting Officer to assess the likelihood that the Offeror will perform successfully on an impending requirement for a On-Site Per-Procedure General Surgery for the Veterans Healthcare System of the Ozarks (VHSO), Fayetteville, Arkansas. Your prompt completion and return of this questionnaire is greatly appreciated.

CONTRACTOR NAME _____

REFERENCED CONTRACT # _____

2. Background. Veterans Healthcare System of the Ozarks (VHSO), Fayetteville, Arkansas, has a need for the provision of General Surgery services performed by Board Certified General Surgeons for eligible Veterans at the Veterans Healthcare System of the Ozarks (VHSO) in Fayetteville, AR. The contractor shall furnish health care providers to fulfill the support of enrolled patients. Work will be performed on-site at the VHSO.

3. GENERAL INFORMATION: (Completed by Reference of Contractor being evaluated)

Name of Government or Commercial Organization: _____

Address: _____

Contract Number: _____

Brief Description: _____

Contractor Performed as: ☐ Prime Contractor ☐ Sub-Contractor

Dates of Performance (if current include expiration): _____

Total Value of Contract: _____

Any terminations for cause or default? Circle YES or NO

If yes, brief explanation: _____

Any contract discrepancy reports filed? Circle YES or NO

If yes, brief explanation: _____

Point Of Contact/Contracting Officer's Representative: _____

Title: _____

Telephone Number: _____

Point of Contact's email address: _____

4. Please answer the following questions pertaining to the relevancy of the services provided to you as compared to the description in paragraph 2.

Q1. Did the contractor provide General Surgery Services? (Y/N)? _____

Q2. If no, please provide a short description of the type of services provided.

Q3. Did the contractor provide any additional services (Y/N)?_____ If so, what types?

5. Please use the below matrix to answer questions relating to performance using the following template.

| | |
|--|--|
| Please evaluate the past performance using only the following ratings without variation. If the rating is Excellent, Good, Marginal or Unsatisfactory , please provide additional information in the appropriate block or in the remarks section of this form. | |
| "E" = Excellent | = Performance greatly exceeded the contract requirements |
| "G" = Good | = Performance exceeded the contract requirements |
| "S" = Satisfactory | = Performance met the contract requirements |
| "M" = Marginal | = Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory |
| "U" = Unsatisfactory | = Performance was poor and/or did not satisfy contract requirements |
| Please write in "not applicable" or "neutral" if unable to rate a certain question. For any E, G, M, or U rating please provide a short summary explanation of rating. | |
| Please rate and provide information/comments for the following: | Circle one |
| Q1. To what extent did the contractor comply with overall contract requirements? | E G S M U |
| Q2. How successful was the Contractor in filling all requirements? | E G S M U |
| Q3. How would you rate the quality of the Physicians provided by this Contractor in terms of technical competence, reliability, and demeanor with patients and staff. | E G S M U |

| | |
|---|------------------|
| <p>Q4. To what extent was the Contractor able to meet unexpected and short notice changes and/or requirements (e.g. unexpected shift vacancies, training requirements).</p> | <p>E G S M U</p> |
| <p>Q5. How would you rate the Contractor's administrative staff as pertains to communication with your organization's key personnel, their ability to complete credentialing and privileging, billing and invoicing processes, and overall contract management?</p> | <p>E G S M U</p> |
| <p>Q6. Did you issue any cure notices, show cause letters, or suspension of payment? If yes, please explain.</p> | <p>Yes No</p> |
| <p>Q7. Would you award another contract to the Contractor being evaluated? If no, please explain:</p> | <p>Yes No</p> |

| | |
|---|------|
| Q8. Additional Comments pertaining to contractor performance: | |
| | |
| Printed Name & Signature of Evaluator | Date |

6. Thank you for your time. Please return completed questionnaire to Martin Priest, at martin.priest@va.gov **not later than 3:00 pm central, April 10, 2018**. For any questions, please call 318-466-4371.

PAST PERFORMANCE REFERENCES**REFERENCE 1:**

Name of Government or Commercial Organization: _____

Address: _____

Contract Number: _____

Brief Description: _____
_____Contractor Performed as: ☐ Prime Contractor ☐ Sub-Contractor

Dates of Performance (if current include expiration): _____

Total Value of Contract: _____

Any terminations for cause or default? Circle YES or NO

If yes, brief explanation: _____

Any contract discrepancy reports filed? Circle YES or NO

If yes, brief explanation: _____

Point Of Contact/COR: _____

Title: _____

Telephone Number: _____

Point of Contact's email address: _____

Comments: _____

_____**REFERENCE 2:**

Name of Government or Commercial Organization: _____

Address: _____

Contract Number: _____

Brief Description: _____
_____Contractor Performed as: ☐ Prime Contractor ☐ Sub-Contractor

Dates of Performance (if current include expiration): _____

Total Value of Contract: _____

Any terminations for cause or default? Circle YES or NO

If yes, brief explanation: _____

Any contract discrepancy reports filed? Circle YES or NO

If yes, brief explanation: _____

Point Of Contact/COR: _____

Title: _____

Telephone Number: _____

Point of Contact's email address: _____

Comments: _____

REFERENCE 3:

Name of Government or Commercial Organization: _____

Address: _____

Contract Number: _____

Brief Description: _____

Contractor Performed as: ☐ Prime Contractor ☐ Sub-Contractor

Dates of Performance (if current include expiration): _____

Total Value of Contract: _____

Any terminations for cause or default? Circle YES or NO

If yes, brief explanation: _____

Any contract discrepancy reports filed? Circle YES or NO

If yes, brief explanation: _____

Point Of Contact/COR: _____

Title: _____

Telephone Number: _____

Point of Contact's email address: _____

Comments: _____