



**U.S. Department of Justice**  
**Federal Bureau of Prisons**  
*Field Acquisition Office*

*U.S. Armed Forces Reserve Complex  
Grand Prairie, Texas 75051*

December 9, 2022

RE: Request for Proposal (RFP) 15B21122R00000003  
Comprehensive Medical Services

Dear Offeror:

Accompanying this cover letter is a solicitation package prepared by the Federal Bureau of Prisons, Field Acquisition Office, for the acquisition of Comprehensive Medical Services for FCI Otisville located in Otisville, New York. The solicitation package consists of the following:

Cover Letter  
Solicitation  
Attachments

In submitting proposals, Offerors should consider all information provided herein. Please carefully follow all instructions located in the solicitation package concerning the content, format, and submission of the proposals. Detailed information can be located in Attachment 4, *Submission and Evaluation of Proposals*, of the solicitation. **Please be advised that I intend to award this contract without discussions.**

All communications regarding this RFP, including any of a technical nature, must be made in writing to the Contracting Officer. Questions will not be answered by telephone or in person. Please read the important instructions that are incorporated by reference in the provision at FAR 52.212-1, *Instructions to Offerors – Commercial Items*, and any addendum.

The Contracting Officer assigned to this procurement is the undersigned. Your attention is directed to the fact that the Contracting Officer is the only individual who can legally commit or obligate the Government to an expenditure of public funds should a contract result from this RFP.

Prospective Offerors are also cautioned against discussing the preparation of their offer (or any technical questions) with Government technical personnel. The circumstances of such contact, when verified, may result in non-consideration of the offer. Accordingly, all communication prior to award shall be directed to the Contracting Officer, in writing, at the email address listed below.

Offers shall be received on or before the deadline as listed on the SF-1449 Blocks 6 & 8.

You may e-mail any questions to [ccorcoran@bop.gov](mailto:ccorcoran@bop.gov) and [BOP-ADM-FAO-CMS~@bop.gov](mailto:BOP-ADM-FAO-CMS~@bop.gov). We will consider all questions received and provide responses where appropriate.

Sincerely,

Contracting Officer

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30**

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 15B21122R00000003	6. SOLICITATION ISSUE DATE 12/09/2022
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Catherine Corcoran catcorcoran@bop.gov	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME 02/10/2023 02:00 CT
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9. ISSUED BY Federal Bureau of Prisons Field Acquisition Office U.S. Armed Forces Reserve Complex 346 Marine Forces Drive Grand Prairie, TX 75051	CODE <b>BFAO</b>	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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: 622110 SIZE STANDARD: \$41.5 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <b>NET 30</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Federal Bureau of Prisons FCI Otisville 2 Mile Drive Otisville, NY 10963	CODE <b>15B211</b>	16. ADMINISTERED BY Federal Bureau of Prisons FCI Otisville 2 Mile Drive Otisville, NY 10963	CODE <b>15B211</b>
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons FCI Otisville PO BOX 600 Otisville, NY 10963	CODE <b>BOTV</b>
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Comprehensive Medical Services-FCI Otisville, NY Firm Fixed Price				
	See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 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
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  Catherine Corcoran
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)
30c. DATE SIGNED	31c. DATE SIGNED

### Section 3 – Contract Clauses

#### Addendum to FAR 52.212-4, Contract Terms and Conditions-Commercial Items (Nov 2021)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

#### 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): [www.acquisition.gov/far](http://www.acquisition.gov/far)

(End of clause)

#### Clauses by Reference

Clause	Title
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
52.212-4	Contract Terms and Conditions – Commercial Items (Nov 2021)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance-Work on a Government Installation (Jan 1997)
52.232-18	Availability of Funds (Apr 1984)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)

#### Clauses by Full Text

#### 52.21-603-70 Contracting Officer’s Representative (Jun 2012)

(a) Bryan Walls, Health Services Administrator, is the Contracting Officer’s Representative.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provide hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes. (End of Clause)

#### 2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (Jun 1996)

(a) “Unsafe condition” as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Representative (COR) as potentially hazardous and requiring safety controls.

(b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Notice contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material. (End of clause)

#### **BOP 2852.242-71 Evaluation of Contractor Performance Utilizing CPARS (Apr 2011)**

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) when the contractor is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point. (End of Clause)

#### **DOJ-01 Whistleblower Information Distribution (OCT 2021)**

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17 and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required. (End of Clause)

#### **DOJ-02 Contractor Privacy Requirements (JAN 2022)**

##### **A. Limiting Access to Privacy Act and Other Sensitive Information**

###### *(1) Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs)

applicable to this Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>. [1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

*(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment*

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

*(3) Prior Approval Required to Hire Subcontractors*

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

*(4) Separation Checklist for Contractor Employees*

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII) [2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

## B. Privacy Training, Safeguarding, and Remediation

### *(1) Required Security and Privacy Training for Contractors*

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCLCS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

### *(2) Safeguarding PII Requirements*

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

### *(3) Non-Disclosure Agreement Requirement*

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

(a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing;  
and

(b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

*(4) Prohibition on Use of PII in Vendor Billing and Administrative Records*

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

*(5) Reporting Actual or Suspected Data Breach*

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- (b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial
- (c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:
  - (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
  - (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
  - (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
  - (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
  - (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
  - (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
  - (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

- (d) The Contractor shall provide full access and cooperation for all activities determined by the

Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

- (e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

#### *(6) Victim Remediation*

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

### C. Government Records Training, Ownership, and Management

#### *(1) Records Management Training and Compliance*

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of

#### *(2) Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

- (b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- (c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records

#### D. Data Privacy and Oversight

##### *(1) Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

##### *(2) Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

##### *(3) Requirement to Support Privacy Compliance*

(a) If this contract requires the development, maintenance or administration of information technology [9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system

that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘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.” 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “‘personally identifiable information’ means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem

of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use

(i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL. (End of Clause)

### **DOJ-03 Personnel Security Requirements for Contractor Employees (NOV 2021)**

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

#### 1. General Requirements

(a) (1) All references to “contract(or) personnel” and “contract(or) employee” in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. “Employment” as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer’s Representative if one is appointed, have received the requisite security

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal.

#### 2. Citizenship and Residency Requirements

(a) *Residency Requirement.* (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department’s residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities.

For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances.

The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

*(b) Citizenship.* (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S.

*(2) Exception for Certain Non-U.S. Citizen Contractor Employees:* (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

*(c) Dual Citizenship.* (1) S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

*(d) Access to DOJ Information Technology Systems.* Non-U.S citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

*(e) Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space.* (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted

access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

### 3. Background Investigation Requirements

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed

(i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.

(ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is

(iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is

(b) *Exception for Expert Witnesses.* Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) *Short-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved preemployment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

(d) *Long-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) *Non-U.S. Citizen Contractor Employees.* Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) *Reciprocity.* (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

### 4. Background Investigation Process

(a) *e-QIP (or its successor)*. Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its “e-QIP Initiator” and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator’s security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.

(b) *Additional Documentation*. (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor’s Corporate Security Officer:

- (i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
- (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
- (iii) OF-306, Declaration for Federal Employment.
- (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
- (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
- (vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

*(c) Adjudication and Pre-Employment Background Investigation Waivers*

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for *public trust contractors* can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the

security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);
2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed DOJ *Self-Reporting Requirements for All Contractor Personnel* (see Section 1.6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this

##### 5. Identity Proofing and Badging

(a) Access to DOJ Information, federally-controlled IT systems, and/or unescorted access to federally-controlled facilities or space (regardless of whether the contractor employee will be issued a DOJ PIV card or building access badge) shall be made available after each respective contractor employee has (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this

(b) (1) Public Trust contractor employees must appear in person at least once before a DOJ official or an official of a trusted contract company (i.e., has a facility security clearance) who is responsible for checking two forms of identification in original form prior to commencement of work by the contractor employee and PIV card or building access badge issuance (as applicable). Approval will be documented by the DOJ official or an official of a trusted contract company. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID).

(d) All contractor employees requiring unescorted access to a DOJ controlled facility or space shall comply with the PIV card or building access badge requirements outlined below:

- (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access PIV cards require additional processing time and will not likely be issued on the same day.

(ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

## 6. Employee Reporting Requirements

(a) All contractor employees must sign the DOJ *Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and

(b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ (c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting

## 7. Replacement Personnel

(a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.

(b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.

(c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.

(d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law. (End of Clause)

#### **DOJ-04 Federal Workplace Responses to Domestic Violence, Sexual Assault and Stalking (Dec 2014)**

(a) **Department Policy on Domestic Violence, Sexual Assault, and Stalking.** It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at <http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domestic-violence-sexual-assault-stalking.pdf>. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

(b) **Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking.** Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact. (End of Clause)

#### **DOJ-05 Security of Department Information and Systems (Apr 2015)**

##### **I. Applicability to Contractors and Subcontractors**

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

##### **II. General Definitions**

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as "data," and "personally identifiable information" ("PII"), regardless of form.

B. **Personally Identifiable Information (or PII)** means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

C. **DOJ Information** means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

**D. Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.

**E. Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

### **III. Confidentiality and Non-disclosure of DOJ Information**

A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer (“CO”) or the CO’s Representative (“COR”) at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor’s knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

### **IV. Compliance with Information Technology Security Policies, Procedures and Requirements**

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;
3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
4. Maintaining authorizations to operate any Covered Information System;
5. Performing continuous monitoring on all Covered Information Systems;
6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;

9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;
  10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
  12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
  13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;
  14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
  15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
  16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
  17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
  18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.
- B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)
- C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.
- D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;
2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism;
4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

## **V. Cloud Computing**

A. **Cloud Computing** means an Information System having the essential characteristics described in NIST SP 800-145, *The NIST Definition of Cloud Computing*. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

## **VI. Information System Security Breach or Incident**

### **A. Definitions**

1. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.
2. **Potential Security Breach** (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.
3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

### **C. Potential Breach.**

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, *unless* Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.
2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US-CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally,

DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

#### **VII. Personally Identifiable Information Notification Requirement**

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

#### **VIII. Pass-through of Security Requirements to Subcontractors and CSPs**

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor. (End of Clause)

#### **DOJ-08 Maintaining Contractor Performance During a Pandemic or Other Emergency (May 2008)**

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

Cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.

Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate. Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.

Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations. (End of Clause)

#### **52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)**

(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)

### **52.216-18 Ordering (Aug 2020)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the effective contract period through the last day of the effective contract period.
- (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) A delivery order or task order is considered “issued” when—
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either—
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract. (End of clause)

### **52.216-19 Order Limitations (Oct 1995)**

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, 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 the estimated quantities within the current performance period as identified in Attachment 1;
  - (2) Any order for a combination of items in excess of the estimated quantities within the current performance period as identified in Attachment 1; or

(3) A series of orders from the same ordering office within 30 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 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of Clause)

#### **52.216-21 Requirements (Oct 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 the last day of the effective contract period. (End of Clause)

#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in 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 prior to the expiration of the current performance period. (End of Clause)

#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, but excludes the exercise of any option under the clause 52.217-8, Option to Extend Services, which is incorporated into the contract in full text. (End of Clause)

**52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)**

Funds are not presently available for performance under this contract. The Government's obligation for performance of this contract beyond September 30 of the base year or any option year exercised. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year or any option year exercised, until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of Clause)

**52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor 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 professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,300,000.00/\$3,900,000.00 aggregate. However, if the contractor or subcontractor is an entity or subdivision of a State that either provides for self-insurance, and/or is limited by law to the amount of liability insurance that may be purchased, then the insurance requirements of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect 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. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

**(End of Addendum to FAR 52.212-4)**

## 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Items. (OCT 2022)

(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 products and commercial services:

- (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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
- (6) [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 products and commercial services:

[Contracting Officer check as appropriate.]

XX (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

XX (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [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.)

XX (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (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).

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

XX (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).

XX (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ( [15 U.S.C. 657a](#)).

XX (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (13) [Reserved]

\_\_\_ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

XX (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

XX (17) (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ( [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 (JUN 2020) of [52.219-9](#).
- \_\_ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- \_\_ (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ( [15 U.S.C. 637s](#)).
- XX (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ( [15 U.S.C. 657f](#)).
- XX (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ( [15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ( [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 (SEP 2021) ( [15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).
- XX (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- XX (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- XX (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- XX (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- XX (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- \_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- XX (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- XX (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [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).
- XX (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_ (37) (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.)
- \_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (40) (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](#).

- \_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).  
 \_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
- \_\_ (43) (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](#).
- XX (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).  
 \_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).  
 \_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- XX (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).  
 \_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ( [41 U.S.C. chapter 83](#) ).  
 \_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ( [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 (JAN 2021) of [52.225-3](#).  
 \_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).  
 \_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- \_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- XX (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  
 \_\_ (52) [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).
- \_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#) ).  
 \_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#) ).
- \_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).  
 \_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#) ).  
 \_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#) ).
- XX (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#) ).  
 \_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#) ).  
 \_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#) ).  
 \_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#) ).
- XX (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#) ).  
 \_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#) ).  
 \_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).  
 \_\_ (iii) Alternate II (NOV 2021) 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 products and commercial services:  
 [Contracting Officer check as appropriate.]

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [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](#)).
- \_\_\_ (6) [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](#)).
- \_\_\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- \_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- \_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. 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 (Nov 2021) ( [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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract

award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
  - (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
  - (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
  - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
  - (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
  - (xi) [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](#).
  - (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
  - (xiii)
  - (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [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).
  - (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( [41 U.S.C. chapter 67](#)).
  - (xv) [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](#)).
  - (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
  - (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
  - (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
  - (xix)
  - (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
  - (B) Alternate I (JAN 2017) of [52.224-3](#).
  - (xx) [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](#)).
  - (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
  - (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

## Section 4 – List of Attachments

### *Exhibits and Attachments*

Attachment Number	Title
1	Contract Pricing and Sub-Contract Certification
2	Performance Work Statement
3	Special Contract Conditions
4	Submission and Evaluation of Proposals
5	Computation of Basic MS-DRG Payment
6	Medical Classification-Care Level
7	Performance-Based Outcome Measures

8	Technical Proposal Summary Sheets by Hospital Networks
9	Past Performance Questionnaire
10A	List of Provider Information Requirements
10B	Informational Requirements for Medical Claims

### **Addendum to FAR 52.212-1, Instructions to Offerors-Commercial Items (Nov 2021)**

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

#### **52.252-1 Solicitation Provisions Incorporated By Reference (Feb 1998)**

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

<b>Clause</b>	<b>Title</b>
52.204-7	System for Award Management (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.212-1	Instructions to Offerors – Commercial Items (Nov 2021)
52.217-5	Evaluation of Options (Jul 1990)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1 provisions by full text.

#### **Tailoring**

In accordance with FAR 12.302(a), the provision at 52.212-1 is hereby tailored to modify the following elements of the provision.

At paragraph (c) "Period for acceptance of offers," the amount of time the Offeror agrees to hold the prices in its offer is changed to 120 calendar days from the date specified for receipt of offers. Submission of each proposal revision in response to discussions will automatically extend the acceptance period for an additional 120 days from the date of the proposal revision.

At paragraph (e) "Multiple offers," Offerors should note that multiple **initial offers** are encouraged. However, should the Contracting Officer request a proposal revision, Offerors may revise the initial offer; however, offerors will be prohibited from submitting multiple proposal revisions (i.e., Proposal "A", Proposal "B", Proposal "C") to the initial offer.

At paragraph (h) "Multiple awards," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (i) "Availability of requirements documents cited in this solicitation," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

## Provisions by Full Text

### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

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

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. (End of provision)

## **52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

(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 proceeding 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 FAPIS 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)

#### **52.209-12 Certification Regarding Tax Matters (Oct 2020)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

- (1) Has  filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not  been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding. (End of Provision)

#### **52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)**

(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: price, technical and past performance.

Technical and past performance, when combined, are approximately equal to price. **Each factors’ relative order of importance can be found in Attachment 4, Submission and Evaluation of Proposals.**

(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)

### **52.212-3 Offeror Representations and Certifications-Commercial Items (May 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. 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—

(6) 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

(7) 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 the 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to 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.

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

(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.

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone 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) or 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 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; and

(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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(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.

(1) *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](mailto:CISADA106@state.gov).

(2) Representation and Certification. 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 section 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 and 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)

#### **52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a requirements-type, with firm-fixed unit pricing, contract resulting from this solicitation. (End of Provision)

#### **52.233-2 Service of Protest (Sep 2006)**

(a) 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: Procurement Executive, Federal Bureau of Prisons, 320 First Street, NW, Room 901-5, Washington, DC 20534.

(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)

#### **2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)**

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

(2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(a)(2):
  - (i) Name, address, facsimile number and telephone number of the protestor.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of this protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for many officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract Performance in accordance with FAR 33.103(f). The stay or suspension unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice. (End of Provision)

**(End of Addendum to FAR 52.212-1)**

## **Blocks 19 through 24 – Contract Pricing and Sub-Contract Certification**

### **Overview**

Services are required to be provided in accordance with the Performance Work Statement included in this solicitation/contract. Offerors are required to submit, as a part of their business proposal, a completed copy of Schedule of Items and Sub-Contract Certification.

### **Pricing Methodology**

Except for session-priced items, price proposals will be calculated from benchmarks utilizing Medicare reimbursement methodologies. For each category of service to be provided, Offerors will be allowed to propose a variance from the benchmark Medicare rate in the form of a discount from or a premium to Medicare rates established by the Centers for Medicare and Medicaid Services. The rates established in the resulting contract shall not be construed as participation in the Medicare program; contract rates will merely be equated to Medicare rates of reimbursement without reductions for deductibles, copayments, or coinsurance. ***When appropriate, outlier payments calculated in accordance with Medicare reimbursement methodologies shall be made in recognition of extremely costly stays.*** The outlier payment shall be calculated based upon the defined benchmark and will consist of the operating portion only. This structuring of the pricing methodology is not intended to be restrictive of any Offeror; Offerors need only to propose that percentage discount from or premium to the Medicare benchmark rate which will reflect the desired level of payment for the category of services rendered. If during contract performance, it is determined that a necessary contract deliverable is not covered by Medicare reimbursement methodologies, a separate rate shall be negotiated for such deliverable(s).

**Medicare Part A.** The Medicare benchmark to be utilized for all services covered by Medicare Part A shall be the most current Basic MS-DRG Payment (i.e., Operating Federal Rate) established for Core Based Statistical Area (CBSA) 35614-New York-Jersey City-White Plains, NY-NJ. The Basic MS-DRG calculation shall not include any provider-specific adjustments allowed under actual Medicare participation. Offerors may propose a discount from or a premium to Basic MS-DRG rates. ***(Refer to Attachment 5 of this solicitation)***

**Medicare Part B Physician Services and Non-physician Services.** The Medicare benchmark to be utilized for all physician and non-physician services covered by Medicare Part B shall be those rates established in the most current Medicare Part B Fee Schedule for Payment Locality 03, New York-Poughkpsie/N NYC Suburbs. The benchmark charges shall be those established for participating providers. Offerors may propose a discount from or a premium to the benchmark charges.

**Medicare Part B Facility Services (including hospital outpatient services and ambulatory surgical centers).** The Medicare benchmark to be utilized for all facility services covered by Medicare Part B shall be the most current APC and ASC rates calculated for CBSA35614-New

York-Jersey City-White Plains, NY-NJ. Offerors may propose a discount from or a premium to the benchmark charges.

### **Estimated Quantities**

Estimated quantities for the base year and all option years are detailed below. The estimated quantities provided are not a representation to the Offeror/Contractor that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal.

### **Inpatient and Outpatient Facility and Physician Services**

#### ***FCI Otisville***

#### ***Base Year – Effective Date of Award (EDO A) through twelve (12) months from EDO A.***

Inpatient Days: 160 days (estimated)  
Outpatient Visits: 150 visits (estimated)

#### ***Option Year 1 - Thirteen (13) months through twenty-four (24) months from EDO A.***

Inpatient Days: 160 days (estimated)  
Outpatient Visits: 150 visits (estimated)

#### ***Option Year 2 - Twenty-five (25) months through thirty-six (36) months from EDO A.***

Inpatient Days: 160 days (estimated)  
Outpatient Visits: 150 visits (estimated)

#### ***Option Year 3 - Thirty-seven (37) months through forty-eight (48) months from EDO A.***

Inpatient Days: 160 days (estimated)  
Outpatient Visits: 150 visits (estimated)

#### ***Option Year 4 - Forty-nine (49) months through sixty (60) months from EDO A.***

Inpatient Days: 160 days (estimated)  
Outpatient Visits: 150 visits (estimated)

Estimated quantities shall remain constant for the base year and all option years. For Medicare-based services, duration of visits is listed for informational purposes only, as contracted rates will be based upon the Medicare allowable per procedure performed.

Optometry and Orthotics/Prosthetics services shall be paid based upon the provision of defined session.

Optometry: Session duration 4 hrs. (approximately)  
Session quantity 30 per contract year (estimated)

Offerors shall complete the following Schedule of Items. All proposed pricing and participation targets will be evaluated in accordance with Federal Acquisition Regulation (FAR) 52.212-2, *Evaluation - Commercial Items*, and **Attachment 4, Submission and Evaluation of Proposals, of this solicitation.**

**Base Year – FCI Otisville**

Effective Date of Award (EDOA) through twelve (12) months from EDOA.

1a.	Inpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part A
1b.	Outpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part B
2a.	Inpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2b.	Outpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2c1.	Onsite-Optometry	\$ _____	Session			

**NOTE:** IF OFFERING A VARIANCE FROM THE BENCHMARK MEDICARE RATE, INSERT APPLICABLE "-/+" PERCENTAGE. IF NO VARIANCE, ENTER "0".

**Option Year 1 – FCI Otisville**

Thirteen (13) months through twenty-four (24) months from EDOA.

1a.	Inpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part A
1b.	Outpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part B
2a.	Inpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2b.	Outpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2c1.	Onsite-Optometry	\$ _____	Session			

**NOTE:** IF OFFERING A VARIANCE FROM THE BENCHMARK MEDICARE RATE, INSERT APPLICABLE "-/+" PERCENTAGE. IF NO VARIANCE, ENTER "0".

**Option Year 2 – FCI Otisville**

Twenty-five (25) months through thirty-six (36) months from EDOA.

1a.	Inpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part A
1b.	Outpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part B
2a.	Inpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2b.	Outpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2c1.	Onsite-Optometry	\$ _____	Session			

**NOTE:** IF OFFERING A VARIANCE FROM THE BENCHMARK MEDICARE RATE, INSERT APPLICABLE "-/+" PERCENTAGE. IF NO VARIANCE, ENTER "0".

**Option Year 3 – FCI Otisville**

Thirty-seven (37) months through forty-eight (48) months from EDOA.

1a.	Inpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part A
1b.	Outpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part B
2a.	Inpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2b.	Outpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2c1.	Onsite-Optometry	\$ _____	Session			

**NOTE:** IF OFFERING A VARIANCE FROM THE BENCHMARK MEDICARE RATE, INSERT APPLICABLE "-/+" PERCENTAGE. IF NO VARIANCE, ENTER "0".

**Option Year 4 – FCI Otisville**

Forty-nine (49) months through sixty (60) months from EDOA.

1a.	Inpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part A
1b.	Outpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part B
2a.	Inpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2b.	Outpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2c1.	Onsite-Optometry	\$ _____	Session			

**NOTE:** IF OFFERING A VARIANCE FROM THE BENCHMARK MEDICARE RATE, INSERT APPLICABLE "-/+" PERCENTAGE. IF NO VARIANCE, ENTER "0".

**Option to Extend Services as Authorized by FAR 52.217-8 – FCI Otisville**

1a.	Inpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part A
1b.	Outpatient Facility Services	- _____	Discount	+	_____	Premium to Medicare Part B
2a.	Inpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2b.	Outpatient Physician Services	- _____	Discount	+	_____	Premium to Medicare Part B
2c1.	Onsite-Optometry	\$ _____	Session			

**NOTE:** IF OFFERING A VARIANCE FROM THE BENCHMARK MEDICARE RATE, INSERT APPLICABLE "-/+" PERCENTAGE. IF NO VARIANCE, ENTER "0".

All offerors are hereby advised that the successful Offeror’s unit pricing (to include discount percentage from or premium percentage to the benchmark Medicare rate) for the base year and all option years is public information, in accordance with FAR 15.503(b)(1)(iv). Accordingly, all successful unit pricing will be released to unsuccessful Offerors with the notification of award as well as to the general public when requested. Any party who objects to the release of their own unit pricing information, should they be awarded a contract in response to this solicitation, should not submit a proposal in response to the solicitation.

### **Sub-Contract Certification**

This contract does \_\_\_\_\_ does not \_\_\_\_\_ provide for subcontracting possibilities.

If answer is in the affirmative, Offeror will submit a sub-contracting plan in accordance with the requirements of FAR 52.219-9.

## I. Background

The Federal Bureau of Prisons (BOP) was established in 1930 to provide more progressive and humane care for Federal inmates, to professionalize the prison service, and to ensure consistent and centralized administration. Today, the BOP is responsible for the custody and care of approximately 143,000 Federal offenders. The Federal prison system is a nationwide system of prisons and detention facilities for the incarceration of inmates who have been sentenced to imprisonment for Federal crimes and the detention of individuals awaiting trial in Federal court. It is the mission of the Federal Bureau of Prisons to protect society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

As an agency under the Executive Branch of the United States Government, the BOP receives an annual appropriation of funds to accomplish its assigned mission. The public trust demands that this annual appropriation be prudently managed. Thus, dollars spent to maintain the health of the inmate population must reflect the agency's best efforts to obtain cost-effective health care consistent with community standards.

In meeting the health care needs of a growing inmate population, the BOP provides essential medical, dental, and mental health services to Federal inmates with BOP resources. When a medical need arises which cannot be provided within prison walls by BOP resources, referrals are then made to community-based providers. It is the goal of this solicitation to establish a contractual agreement that will provide necessary professional and facility services for both inpatient admissions and outpatient encounters.

The Field Acquisition Office intends to make a single award to a responsible entity for the provision of Comprehensive Medical Services as set forth in this solicitation/contract for the Federal Correctional Institution and Satellite Prison Camp (hereinafter referred to as the "institution") located in Otisville, NY. The institution currently houses male inmates. The institution is presently identified as a Care Level II BOP facility. Care Level II is an intermediate classification on the four-level scale where Care Level I represents the healthiest inmates and Care Level IV represents inmates with serious health issues. Criteria for categorizing an inmate in the Care Level II category is included as **Attachment 6-Medical Classification – Care Level Criteria**. Despite the description of the general health of the inmate population, however, needs for inmate health care may arise at any time, in any specialty, and any level of complexity. Classification and designation of inmates is the sole responsibility of the BOP and may be changed at any time without consideration to the contractor.

In evaluating offers, the Government will evaluate the proximity of the proposed community-based providers, in addition to other factors, and give preference to those providers located nearest the FCI. Although a mileage restriction has not been placed on this acquisition, the Government reserves the right to determine that the proposed driving distances/conditions to community-based providers pose an unacceptable cost or security risk and to find such offers unacceptable.

## II. Organizational Conflict of Interest

The objective of this solicitation is to satisfy the BOP's requirement for the provision of health care to the inmates of the FCI. A potential organizational conflict of interest may arise if the awardee is an entity which also holds or participates in a separate contract/agreement with the BOP as a medical claims adjudicator. A possible conflict of interest may exist if the awardee has dual responsibilities for the submission of medical claims for services rendered under the resulting contract and for the adjudication of those medical claims under a separate contract/agreement with the BOP.

Offers received from any firm which holds or participates in a separate contract/agreement for BOP medical claims adjudication services must address any potential organizational conflict of interest that may arise and must provide a detailed explanation of how such conflicts will be avoided. Offers received from any firm which holds or participates in a separate contract/agreement for BOP medical claims adjudication services which fail to adequately address/resolve potential conflicts of interest will be rejected without further consideration. This limitation on the eligibility of offerors has been imposed as authorized by Federal Acquisition Regulation (FAR) 9.506.

## III. Statement of Output

Within this Performance Work Statement, necessary services are described in terms of output rather than specific task assignments. The BOP desires to make an award to the offeror who can provide the best value, considering the diversity of available services and price, among other criteria specified in **Attachment 4 – Submission and Evaluation of Proposals**. Therefore, the Government may award any or all line items, may withhold award of any or all line items, or may award to an offeror who proposes less than the full complement of services contained in this solicitation. Accordingly, output items 1 and 2 are optional deliverables while output items 3, 4, and 5 are applicable to all services provided. Offerors are encouraged to submit comprehensive proposals committing to provide all output listed in the solicitation. Offerors who propose less comprehensive approaches will be evaluated accordingly.

Output #1: Provide inpatient and outpatient facility services (to include long term care facilities and hospice services) which conform to community standards and all local, state and Federal laws and regulations applicable to the delivery of health care to members of the general public. (Cross-reference pricing categories 1a. and 1b.)

Output #2: Provide professional services which conform to community standards and all local, state and Federal laws and regulations applicable to the delivery of health care to members of the general public. (Cross-reference pricing categories 2a., 2b., and 2c1.)

Output #3: Submit properly-priced invoices for services rendered.

Output #4: Manage medical record information in a manner which promotes continuity of

care while observing restrictions on the release of information.

Output #5: Maintain open avenues of communication, facilitating the exchange of information between the contract provider, contract facility, and the Government regarding the contract services.

#### **IV. Compliance with Contract Requirements**

The contractor's efforts under this contract shall be monitored to ensure that the required output is achieved. The Government reserves the right to inspect and evaluate in a reasonable manner all services rendered during the performance of this contract. The contractor's performance will be measured by the Government utilizing the outcome measure indicators provided in **Attachment 7 – Performance Based Outcomes**.

The contractor is responsible for all management and quality control actions necessary to meet the quality standards set forth by this contract. Prior to commencing performance, the contractor shall develop and submit a quality control plan (QCP) for the institution's approval. Once the QCP is approved by the institution, the contractor shall utilize the QCP to guide and rigorously document the implementation of the required management and quality control actions to achieve the specified output.

#### **V. Specific Requirements**

**Output #1: Provide inpatient and outpatient facility services which conform to community standards and all local, state and Federal laws and regulations applicable to the delivery of health care to members of the general public.**

Output #1 is an optional deliverable. However, if the offeror proposes to provide these services, the following minimum requirements apply. Throughout the performance of this contract, the Contractor shall not utilize any provider that appears in the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health & Human Services.

If proposed, the Contractor shall provide facility services on an as-needed basis in a manner which adheres to community standards of quality and cost-effective medical care. The services required to satisfy Output #1 may include inpatient facility and outpatient facility, including emergency room services. Inpatient visits for non-emergency services shall require private room accommodations with available space for up to three armed or unarmed guards per inmate.

It is the FCI's preference to obtain the services of facilities that are accredited by the Joint Commission. Offerors utilizing facilities which maintain accreditation by the Joint Commission shall submit a copy of the current accreditation certificate as part of the offeror's technical proposal. If an offeror intends to utilize a facility which is accredited or certified by any other recognized professional accrediting body, the offeror shall submit documentation validating this accreditation or certification as a part of its proposal.

The offeror's technical proposal shall discuss in detail the diversity of services, as well as the

proximity of facility providers to the FCI, that it is capable of providing to achieve Output #1.

**Output #2: Provide professional services which conform to community standards and all local, state, and Federal laws and regulations applicable to the delivery of health care to members of the general public.**

Output #2 is an optional deliverable. However, if the offeror proposes to provide these services, the following minimum requirements shall apply. Throughout the performance of this contract, the Contractor shall not utilize any provider that appears in the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health & Human Services.

**V1. Community-Based Services**

Professional services resulting from a BOP referral are necessary to be performed in a community-based setting (e.g., hospital facility, surgical center, physician's office, etc.). If proposed, the Contractor shall provide the services of professional medical staff who have appropriate educational qualification, experience, licensure, and board certification (where required) to achieve Output #2. This output specifically excludes the provision of radiological interpretations of BOP-provided films, images, or other media.

If requested by the Contracting Officer, the Contractor shall be required to document primary source verification of the credentials for each provider including: current license from the appropriate State Board of Medical Examiners, education from professional schools or universities, evidence of completion of internships and/or residences as appropriate.

Whenever possible, appointments for specialty care should be available within 14 calendar days from the date of referral to the specialty provider. This practice promotes the safety and security of the federal prisoner, the escorting correctional staff, and the general public. The medical urgency of any referral must receive consideration in the scheduling and delivery of professional services.

For prescriptions to be filled by the FCI pharmacy, contract providers shall only prescribe pharmaceutical drugs that are listed in the approved BOP Formulary. The BOP Formulary can be accessed at [2022 winter formulary part 1.pdf \(bop.gov\)](#). Requests for exemptions shall be submitted to the Contracting Officer's Representative (COR), who shall obtain the required approvals. As part of the Discharge Instructions, the issuance of sample medication to any Federal inmate shall be prohibited.

The offeror's technical proposal shall discuss in detail the diversity of services, as well as the proximity of professional providers to the FCI, that it is capable of providing to achieve Output #2.

**Institution-Based Services**

As an additional tool to satisfy Output #2, professional services may be performed within the

confines of the FCI. If the resulting contract does not provide for telemedicine consultation or all of the on-site clinics listed, the FCI reserves the right to pursue such contracts. The FCI also reserves the right to determine the manner of an inmate's referral, i.e., via on-site clinic, via community-based referral, via telemedicine consult, or any other method the FCI determines to be reasonable and appropriate.

If the Contractor performs on-site specialty clinics at the FCI, the following minimum requirements shall apply. Contract services shall be provided on-site within the Health Services Unit of the FCI. Consultations shall be limited to the chief complaint on the BOP consultation form.

Services shall include diagnosis and treatment of medical conditions with appropriate referral, if necessary, to a specialist at the contract medical facility. Scheduling of clinics shall be subject to the mutual agreement of the FCI and the contract provider. Scheduling of inmates for on-site clinics shall be performed by the FCI. Providers performing institution-based services shall be licensed to practice medicine in any state. Providers performing these services shall apply for clinical privileges at the FCI. All clinical privileges shall be appropriate to the qualifications of the provider and the resources of the facility where care is provided. Any clinical privileges granted due to the award of this contract shall be contingent upon the continuation of this contract and upon the physician's continued affiliation with the Contractor or any subcontractor. Continuation of privileges at the FCI shall be at the sole discretion of the FCI. Non-physician providers shall maintain active licenses from the State of New York as applicable.

The following specialty clinics/sessions may be conducted at the FCI, contingent upon an acceptable offer. [Optometry shall be paid based upon the provision of defined sessions.](#) Note: Session-priced items which exceed the established session or are less than a full session shall be pro-rated to the nearest quarter hour. The BOP reserves the right to award some, all, or none of the following on-site clinics:

### [Optometry](#)

In the event it becomes necessary for the Government to cancel a scheduled visit, the FCI will provide the contract provider with 48-hour written or verbal notice prior to canceling a visit. However, certain circumstances beyond the control of the FCI (e.g., fog or other Acts of God, institution disturbances, etc.) may dictate the cancellation of a scheduled visit with less than 48 hours written or verbal notice. In the event it becomes necessary for the contract provider to cancel a scheduled visit, the Contractor may provide qualified replacement professional staff or may reschedule a mutually agreed upon replacement session. Prior to utilizing replacement staff, the Contractor must obtain preliminary clearance from the Contracting Officer or COR, in accordance with the security and privileging requirements of this contract.

All contract personnel providing services within the confines of the institution shall have a complete background investigation conducted in accordance with BOP Program Statement 3000.03, "Human Resource Management Manual." See also "Contract Security/Investigative Requirements" contained within **Attachment 3 – Special Contract Conditions** of this

solicitation/contract. All contract providers and other applicable staff who will enter the institution to perform services on a recurring basis shall be required to attend a four-hour institution orientation course held at the institution or a mutually acceptable site. A “refresher” orientation must be completed annually. The contractor’s costs for contract staff to attend this training shall be the responsibility of the contractor. The Contracting Officer or COR will be responsible for scheduling training for all applicable contract staff.

**Output #3: Submit properly-priced invoices for services rendered.**

**Overview.** Upon completion of a treatment encounter, the Contractor shall prepare and submit proper invoices for services rendered under this contract. For the purpose of this contract, a specific definition for what documentation constitutes an invoice is provided below. A proper invoice shall include the information specified in FAR clause 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (g). Services shall be invoiced in accordance with the terms and conditions of the contract, including the payment rate structures specified in the contract.

**Invoice/Medical Claims Adjudication.** The institution will employ a process of invoice/medical claims adjudication to ensure, at a minimum, that the services billed by the contractor were properly authorized and ordered by the institution, are appropriately coded in compliance with Medicare coding policies (where applicable), are properly priced in accordance with the terms and conditions of the contract, and do not represent duplicate billings for payments already made. In addition, the institution may utilize the services of a third-party medical claims adjudicator to review medical claims submitted by the contractor under this contract. When requested by the institution, the contractor shall comply with all reasonable requests for additional invoice/medical claim/medical record documentation. All invoice payments shall be made by the institution and any disagreements regarding the paid amount of any invoice shall be resolved directly with the institution.

**Invoice Definitions.**

**Line Items 1a. – Inpatient Facility Services and 1b. – Outpatient Facility Services**

**2a. – Inpatient Physician Services and 2b. – Outpatient Physician Services:** At the outset of this contract, an invoice for services rendered under Line Items 1a., 1b., 2a., and 2b. shall be a paper version of an invoice containing not more than 50 individual medical claims. Each invoice shall be supported with paper copies of Universal Billing (UB) 04 forms or Centers for Medicare and Medicaid Services (CMS) 1500 forms, as applicable, for each medical claim included in the invoice.

Following written notification to the Contractor by the Contracting Officer that a third-party medical claims adjudication service will be utilized by the institution, an invoice for services rendered under Line Items 1a., 1b., 2a., and 2b. shall be a paper invoice detailing not more than 50 individual medical claims which have been electronically transmitted to the BOP’s medical claims adjudicator via American National Standards Institute (ANSI) 837 format that also conforms to Medicare and Health Insurance Portability and Accountability Act of 1996 (HIPAA) electronic billing standards. For each medical claim included on the invoice, the

contractor shall reference, at a minimum, the following information: Task Order number, inmate name and register number, date of service, provider of service NPI number (s), provider of service name, billed code, and contract amount billed. Medical claims detailed in the invoice shall be listed first in descending order by the Task Order number, second in alphabetic order by the inmate's last name, and third by ascending date of service (i.e., earliest to latest) when more than one medical claim is present for the same inmate within the same invoice. An electronic copy of the invoice including the same fields listed above will also be provided to the institution in Microsoft Excel or comma-separated values (CSV) format. The electronic copy of the invoice should be submitted to the institution using an encrypted email service or may be submitted along with the paper copy of the invoice being submitted to the institution.

If the Contractor's proposal encompasses the provision of oral surgery and/or dental procedures, only those medical claims which represent adjunctive dental care will be submitted by the Contractor to the medical claims adjudication contractor for processing. Oral surgery and/or dental procedures which are not considered to be adjunctive dental care will be submitted to the institution for verification.

The Contractor shall not submit a medical claim for processing that the contractor knows or has reason to believe contains inaccurate, incomplete, or misleading information. Additionally, the Contractor shall only submit Current Procedural Terminology (CPT)/Healthcare Common Procedure Coding System (HCPCS) provided by medical service providers. Medical claims which contain inaccurate, incomplete or misleading information shall be held by the Contractor and not submitted until such time as all lines are deemed to be accurate and complete. At that time, the Contractor may proceed with submitting the medical claim for processing and invoicing the institution for all services represented by that medical claim.

**Line Items 2c1.-Outpatient Institution Services-Optometry:** An invoice for services rendered under Line Item 2c1. shall be a paper invoice detailing the date(s) and sessions were provided, the number of days and sessions provided, the unit pricing applied, and the extended total amount due. Each session-based invoice shall be supported with a copy of the UB-04 claim form. The BOP will not use the services of a third-party medical claims adjudicator for verification of these services.

### **Provider Information.**

**Submission of Provider Data to the BOP's Medical Claims Adjudicator.** Within 10 calendar days after notification that a third-party medical claims adjudication service will be utilized by the institution, the Contractor shall provide the BOP's medical claims adjudicator with a complete list of provider information, which will enable the medical claims adjudicator to accurately identify the correct payable amount for any provider performing services under the Contract. Specific informational requirements are provided in the attached "**List of Provider Information Requirements**". Provider information supplied to the BOP's medical claims adjudicator should be appropriately marked to identify the data as proprietary information so that it may be adequately protected by the BOP and its contracted medical claims adjudicator. Provider information shall be submitted directly to the BOP's medical

claims adjudicator. As individual providers are added to the contractor's network, the contractor shall provide the information listed on the **List of Provider** information to the medical claims adjudicator no less than three business days prior to filing claims electronically for services rendered by such new providers.

**National Provider Identifier (NPI) Numbers** - The Contractor shall utilize only providers who have a current National Provider Identifier (NPI) number.

**Technical Data for Submission of Medical Claims.** Prior to the submission of an invoice to the institution, the Contractor shall electronically transmit the information found on each individual invoiced medical claim via ANSI 837 format only, to the BOP's medical claims adjudicator. Any claims submitted to the medical claims adjudicator's claims clearinghouse with missing or invalid provider information will be automatically rejected in a 277CA Claims Acknowledgement message noting the missing or invalid provider information received.

**After the Contractor's electronic transmission to the BOP's medical claims adjudicator, the Contractor shall promptly submit a paper copy of the invoice to the institution.** The Contractor will also post the ANSI 837 file in an FTP site set up and maintained by the BOP's medical claims adjudicator. Address information for the submission of a paper claim to the BOP's medical claims adjudicator is provided in the attached **“Information Requirements for Medical Claims,”** along with other pertinent details.

#### **Procedures for Filing Corrected Medical Claims.**

A corrected claim is a replacement of a previously submitted claim with claim line level denials or issues. Previously submitted claims that were completely rejected or denied should be sent as a new claim rather than a corrected claim.

**Facility Services:** If it becomes necessary to file a corrected medical claim for facility services, the Contractor shall electronically transmit the information found on each individual corrected medical claim via ANSI 837I format only, to the BOP's medical claims adjudicator.

Institutional Provider corrected claims should include a value of '7' (Replacement of Prior Claim) in Loop 2300, Segment CLM05-3.

**Physician/Professional Services:** If it becomes necessary to file a corrected medical claim for professional services, the Contractor shall electronically transmit the information found on each individual corrected medical claim via ANSI 837P format only, to the BOP's medical claims adjudicator. Professional Service Provider corrected claims should include a value of '7' (Replacement of Prior Claim) in Loop 2300, Segment CLM05-3.

After the Contractor's submission to the BOP's medical claims adjudicator, the Contractor shall promptly submit a paper copy of the invoice or credit memo, as applicable, to the institution. Invoices for corrected medical claims shall be clearly marked as such and shall be separate from routine invoices. Invoices or credit memos for corrected medical claims shall

detail information pertaining to the original medical claim submission (including any amount(s) previously paid and the associated invoice numbers) and shall bill only for the corrected medical claim submission or reflect the credit amount due for the corrected medical claim submission.

**Payment by the Institution.** The institution will pay all invoices directly to the Contractor. If the invoiced amount of a medical claim exceeds the adjudicated amount of that medical claim, the institution will take an administrative deduction from the invoice. The institution will provide written notification to the Contractor when an administrative deduction is taken from an invoice payment.

If the Contractor is in disagreement with the paid amount of a medical claim, the contractor will provide written notification to the institution of the disagreement along with the reasons why the Contractor believes the medical claim was paid incorrectly. The institution will interface between the Contractor and the medical claims adjudicator to bring resolution to any disagreements. If it is determined that a medical claim was paid incorrectly by the institution, interest on the underpayment will be paid when required by the Prompt Payment Act.

### **Timeliness of Medical Claims**

Claims shall be submitted/invoiced within 90 calendar days after an inmate's discharge or outpatient encounter or other service provided under this contract. Medical claims which are submitted/invoiced beyond the 90-day requirement shall constitute a performance deficiency under this output and shall be documented in the Contractor's performance evaluations. Medical claims which are submitted/invoiced within the acceptable time period, but are found to contain errors or require further justification, will be rejected and shall be resubmitted/reinvoiced by the Contractor within 30 calendar days from the date of rejection. Upon resubmission, invoices for corrected medical claims shall bear the new date of submission.

No later than November 1 of each year, the Contractor shall stimulate the billing process by reviewing its records, including those of subcontracted providers, to determine an estimated amount of outstanding charges for services provided through 30 September of that year. Based upon information generated through this review process, the Contractor shall provide a written estimate to the institution of outstanding fiscal year obligations, supported by adequate documentation. This estimate and supporting documentation shall be provided to the Contracting Officer no later than 1 December of each year. The Contractor shall put forth its best efforts to ensure the accuracy of the annual estimate provided to the Government.

**Prompt Payment to Health Care Providers.** In accordance with FAR 12.213, the Contractor shall implement commercial practices for health care payers in the surrounding community for prompt payment of all health care providers performing services under this contract. Such prompt payment terms shall be a material part of all subcontracts/agreements awarded by the Contractor. The Contract shall ensure that all health care providers acknowledge the following notice upon award of a subcontract/agreement for performance under this contract.

**Notice to Health Care Providers.** All health care providers are hereby advised that the Bureau maintains no privity of contract with any party other than the prime contractor regarding performance of the above-referenced contract. Notwithstanding FAR 52.212-4(b), a subcontract or other agreement between the prime contractor and a health care provider is a private-party contract. As such, the Bureau will not intervene in disputes between prime contractor and any subcontractor/health care provider on any issue, including payment disputes. All subcontractors/health care providers are advised that payments due from the Bureau for performance under the prime contract will be paid only to the prime contractor. Accordingly, the prime contractor is responsible for remitting payments to subcontracts/health care providers in accordance with the terms of the negotiated subcontract/agreement, if any. By submitting a response to the solicitation and or by accepting this award the contractor acknowledges as such, the prime contractor and subcontractors/health care providers should look to the remedies afforded them under any such negotiated subcontract/agreement.

If the Contractor fails to make prompt payment to health care providers, the Contracting Officer will consider any “unjustified failure(s)” by the Contractor to make prompt payments to a health care provider when evaluating the Contractor’s performance. Any unjustified failures to make prompt payments to health care providers will be reported in the Contractor Performance Assessment Reporting System (CPARS). The Government may terminate this contract, or any part hereof, for cause in the event of any default by the prime contractor, or if the prime contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance.

**Output #4: Manage medical record information in a manner which promotes continuity of care while observing restrictions on the release of information.**

Upon request, authorized BOP staff shall have access to and obtain copies of all inmate medical records and evaluation and treatment reports prepared and maintained by the contract facility and/or contract providers. Inmate medical records will be subject to review by the FCI for validation of payment and verification of services rendered. Release of information shall only be made in accordance with community standards, Joint Commission regulations, and the Privacy Act of 1974. Any request(s) for copies of an inmate's medical records by the inmate or a third party shall be directed to the COR for processing.

Notwithstanding the above restrictions on the release of information, medical record information shall be provided to the FCI in order to enhance inmate recovery as well as continuity of care. For inpatient admissions, a faxed report documenting treatment plans will be submitted to the FCI Medical Records Department no later than 8 am each day. This form with the requested information will be provided to the Contractor by the FCI. At the completion of treatment, the Contractor shall provide the FCI with documented discharge instructions, as provided by the attending physician. Copies of all lab, x-ray, ekg, progress notes and emergency room working notes shall also accompany the patient or be faxed immediately to the COR. A written report by the attending physician which documents the circumstances of the inpatient treatment, outpatient procedure, or other consultation shall be provided to the COR within ten business days of the inpatient discharge, outpatient procedure, or other consultation. All lab and consultations

pending at time of discharge shall be faxed to the COR upon receipt but not later than ten calendar days past discharge.

**Output #5: Maintain open avenues of communication, facilitating the exchange of information between the contract physician, contract facility, and the Government regarding the contract services.**

The Contractor shall provide a Point of Contact (POC) who shall be responsible for facilitating the Contractor's delivery of health services under this contract. The POC shall have sufficient clinical knowledge to enable preliminary technical consultation, with referral to a specialist if necessary. The Contractor shall designate this individual in writing to the Contracting Officer prior to the start date of the contract. Alternate POC's may be designated; however, the Contractor must identify those times when an alternate shall be the primary POC (i.e., after-hours and weekend referrals).

There shall be an open line of communication between the Contractor, its representatives, and the FCI to ensure that only those services ordered by the institution are provided, unless required for intervention in a life-threatening emergency. In the event of a life-threatening emergency, the Contractor shall contact the COR within a 24-hour time period or the next normal working day. All FCI referrals shall be the sole responsibility and decision of the Government. No inmate may be transferred to another medical facility, with exception of emergency cases, without advanced approval by authorized FCI medical staff.

A contract provider may discuss with the inmate patient only the diagnosis and possible treatment options directly related to the written consultation provided by the FCI. The contract provider should not guarantee any future treatment to the inmate or discuss future appointment dates. All consultant recommendations should be sent to the FCI for review by the Primary Care Provider Team (PCPT) and/or Clinical Director (CD). The BOP PCPT and/or CD is under no obligation to follow consultant recommendations. All patient care information and/or treatment plans will be reviewed by the PCPT/CD and the final disposition will be relayed to the inmate in accordance with BOP policies and procedures. In the event further care is approved, the Contractor will be notified by the FCI. The Contractor shall not perform any treatment/procedures unrelated to the reason for consultation without receiving prior authorization from the FCI.

## **VI. Enhancements to the Basic Contract Requirements**

Offerors are encouraged to propose enhancements to the basic contract requirements which will facilitate the FCI's ability to conform to the BOP's stated mission. Due to security concerns inherent in transporting an inmate into the community for medical care, it is the FCI's preference to treat inmates within the confines of a secure perimeter whenever possible. Offerings which assist the FCI in mitigating security concerns are considered beneficial to the Government and will be evaluated for merit. Enhancements are not additional line items.

Pricing for offered enhancements must be absorbed in the line item structure established within **Attachment 1 – Contract Pricing and Sub-Contract Certification**. Offerings of enhancements

that are separately-priced line items will not be considered or accepted. The government reserves the right to reject any offered enhancements that are determined not to be in the best interest of the Government.

The offeror's technical proposal shall discuss in detail any such enhancements proposed, including relevant terms and a detailed discussion of the merits of offered enhancements.

## **VII. Inmates Who Release from BOP Custody**

Offerors are advised that the BOP retains responsibility only for inmates in the custody of the BOP. The BOP's responsibilities, including fiscal responsibilities, end with the inmate's release from custody. Once released from custody, the former inmate will become personally liable for any further medical treatment received. When an inmate's term of commitment expires while the inmate is in inpatient status in a contracted facility, the BOP will use its best effort to notify the Contractor in advance of the inmate's projected release date. In preparation of a pending release from BOP custody, the Contractor shall provide planning assistance to an inmate who requires continuing or follow-up medical care that extends beyond his or her projected release date.

Should an inmate's release date come while in inpatient status in a contracted hospital, the inmate's place of conviction and/or legal residence is outside the local area, and there are no other entities assuming custodial responsibility for the inmate, the BOP will accept financial responsibility for the inmate's medical care until the BOP can satisfy its obligation provide release transportation for the inmate.

## **VIII. Inmates Who Release from BOP Custody**

Offerors are advised that the BOP retains responsibility only for inmates in the custody of the BOP. The BOP's responsibilities, including fiscal responsibilities, end with the inmate's release from custody. Once released from custody, the former inmate will become personally liable for any further medical treatment received. When an inmate's term of commitment expires while the inmate is in inpatient status in a contracted facility, the BOP will use its best effort to notify the contractor in advance of the inmate's projected release date. In preparation of a pending release from BOP custody, the contractor shall provide planning assistance to an inmate who requires continuing or follow-up medical care that extends beyond his or her projected release date. Should an inmate's release date come while in inpatient status in a contracted hospital, the inmate's place of conviction and/or legal residence is outside the local area, and there are no other entities assuming custodial responsibility for the inmate, the BOP will accept financial responsibility for the inmate's medical care until the BOP can satisfy its obligation provide release transportation for the inmate.

## **VIII. Prison Rape Elimination Act (PREA)**

FCI Health Services staff are responsible for assessment, examination, documentation, and treatment of inmate injuries arising from incidents of sexual abuse, including testing when

appropriate for pregnancy, HIV, and other sexually transmissible infections (STIs). Where indicated, medical staff, trained in the collection of sexual assault evidence (e.g., “rape kit”) should conduct an examination for physical evidence that may be used later in formal investigations, or refer the inmate to trained health care professionals from the local community or at the local community facility equipped (in accordance with local laws) to evaluate and treat sexual assault victims. Should there be a need for the FCI to refer the inmate out into the community to a trained health care professional, the offeror’s technical proposal shall discuss in detail the protocol (including but not limited to, the facilities who offer these services, examiners’ certifications, and local laws/requirements) to help meet this requirement.  
(End of Performance Work Statement)

**Type of Contract:** The Government contemplates the award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation. It is anticipated that a contract award resulting from this solicitation will be made approximately by June 1, 2023.

The resulting contract will include four 12-month option periods for renewal at the unilateral discretion of the Government. Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options. Pursuant to FAR 17.203(d), offerors may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered. Offerors are advised the Government has the unilateral right to exercise option periods in accordance with FAR 43.103(b) and 52.217-9, *Option to Extend the Term of the Contract*, and 52.217-8, *Option to Extend Services*, when conditions identified by FAR 37.111 exist.

**Non-Personal Services Status:** Award of this contract will result in a contractual arrangement only and shall not be construed as a personnel appointment with the BOP. The services shall not constitute an employer/employee relationship. Payments to the Contractor shall be based on the provision of an end product or the accomplishment of a specific task. Results to be obtained are within the Contractor's own unsupervised determination. The Contractor will not be subject to Government supervision but its efforts will be monitored for quality assurance.

Pursuant to FAR 37.401, the resulting contract shall be a non-personal health care services contract, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). The contractor shall indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance. The contractor shall maintain medical liability insurance as required by FAR 52.237-7, *Indemnification and Medical Liability Insurance*. The contractor is required to ensure that its subcontracts for provision of health care services contain the requirements of the clause the FAR 52.237-7 including the maintenance of medical liability insurance.

**Reviews:** The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of services rendered under this contract. All records shall be subject to review by the Contracting Officer or other representative of the BOP.

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate. The provider shall furnish medical information including a narrative summary when requested by the Contracting Officer or designee.

Adequate records shall be maintained to reflect accuracy with respect to medical claims submission as well as for quality and appropriateness of care. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

**Performance:** The periods of performance of the resulting contract shall be as follows:

Base Year: Effective Date of Award (EDOA) through 12 months from EDOA.  
Option Year 1: 13 months through 24 months from EDOA.  
Option Year 2: 25 months through 36 months from EDOA.  
Option Year 3: 37 months through 48 months from EDOA.  
Option Year 4: 49 months through 60 months from EDOA.  
Option to Extend Services as authorized by FAR 52.217-8

The Contractor shall commence full performance of community-based services under this contract within 30 calendar days from the date of award or upon the effective date of the performance period, whichever is later. Additionally, the Contractor shall provide a complete security clearance investigation package for each institution bases provider within 30 calendar days from the effective date of award of the contract. In accordance with FAR 46.503 and 46.503(a)(6), place of acceptance for services under this contract is at the destination, FCI Otisville (hereinafter referred to as ‘the institution’). The Contractor shall provide the contract services independent of Government supervision.

**Contract Administration:** Contracting Officer Responsibility: Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

Ordering Official: Task orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an ordering official for the institution with an appropriate certificate of appointment or a delegation of authority for purchase card acquisitions. Task orders issued under the resulting contract will take the form of a BOP purchase request, purchase order, or purchase card, or purchase card acquisition form. Task orders may be mailed, faxed, or sent via email to the Contractor.

Contracting Officer's Representative: The Contracting Officer will designate in writing a COR who shall be responsible for:

- a. Monitoring technical progress, including surveillance and assessment of performance and issuing technical changes;
- b. Interpreting the scope of work;
- c. Technical evaluation as required;
- d. Technical inspection and acceptance;
- e. Assisting in the resolution of technical problems encountered by the service provider during contract performance;
- f. Monitoring funds available for obligation;
- g. Ensuring the task orders are issued in accordance with appropriate terms;
- h. Ensuring that invoices and payments are processed in a timely manner;
- i. Assisting in the resolution of administrative problems encountered by the service provider during the contract performance

**Contract Security/Investigative Requirements:** The employees/subcontractors of the contractor entering the institution shall meet certain security requirements to receive an institutional pass as required by Bureau of Prisons Program Statement 3000.03, dated December 19, 2007. Primary concerns are the amount of contact that may occur between the Contractor and his/her employees/subcontractors with the inmate population during the performance of the contract.

The program manager at the institution is responsible for conducting the appropriate vouchering, law enforcement checks, and ensuring that fingerprinting is completed on all Contractor staff that may need access inside the confines of the secure perimeter. The institution will establish a security file that will be maintained on each of the contractor's employees/subcontractors from the beginning of the contract through its duration. The following investigative procedures will be performed:

- National Crime Information Check (NCIC) check;
- DOJ-99 (name check);
- FD-258 (fingerprint check);
- Law Enforcement Agency checks;
- Vouchering of Employers;
- Resume/Personal Qualifications;
- OPM-329-A (Authority for Release of Information);
- Complete Contractor Pre-employment form;
- National Agency Check and Inquiries (NACI) check (if applicable); and
- Urinalysis Test (for the detection of marijuana and other drug usage).

By submitting a proposal, the Contractor and its employees/subcontractors agree to complete the required documents and undergo the listed procedures. An individual who does not pass the security clearances will be unable to perform services under the contract. The final determination and completion of the security investigation procedures will be made at the sole discretion of the institution. All persons are advised that a urinalysis test for the detection of marijuana and other drug usage shall be performed. Any person(s) testing positive shall be disqualified from performing under the resulting contract. Any individual employed/subcontracted by the Contractor deemed not suitable by the Bureau of Prisons requirements will not be granted access to perform services under the contract. This is a condition of the contract. The Contractor must be in compliance with Department of Justice regulations at 8 CFR 274a regarding the employment of aliens. A copy of this directive is available upon the Contractor's request.

In addition, each contractor employee/subcontractor must attend an orientation program at the institution. The purpose of this program is to familiarize contractor employees/subcontractors with institution operations, the institution, and general rules of conduct and procedures inside the institution. Contractor employees/subcontractors shall adhere to all institution regulations regarding conduct and performance. Contractor employees/subcontractors will be allowed access to the institution at the sole discretion of the Chief Executive Officer (CEO). Any individual performing under this contract may be removed if it becomes apparent that his/her

conduct does not reflect the conduct of that prescribed for those people performing under non-personal service contracts.

**Schedule of Required Insurance:** As required by FAR clauses 52.228-5, *Insurance-Work on a Government Installation*, and 52.237-7, *Indemnification and Medical Liability Insurance*, the Contractor shall, at its own expense, provide and maintain during the entire performance of the resulting contract, at least the kinds and minimum amounts of insurance required as listed below:

Professional Medical Liability: See FAR Clause 52.237-7, of this solicitation/contract.

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 \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (FAR 28.307-2)

Comprehensive General Liability: \$500,000 per accident or occurrence for bodily injury. This insurance shall include contractor's protective and liability.

However, if the contractor or subcontractor is an entity or subdivision of a State that either provides for self-insurance, and/or is limited by law to the amount of liability insurance that may be purchased, then the insurance requirements of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required coverage 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, or (2) until 30 days after insurer or the contractor gives written notice to the Contracting Officer, which period is longer.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract and shall require subcontractors to provide and maintain insurance required in the schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proof of required insurance, and shall make copies available to the Contracting Officer upon request.

**Medical Malpractice:** Except as provided elsewhere in this contract, the contractor shall provide and maintain medical malpractice and such other insurance during the period of this contract. Refer to FAR 52.237-7, *Indemnification and Medical Liability Insurance*.

If the Contractor or provider who is providing services under this contract has pending litigation or administrative proceedings that may affect his/her license to practice medicine or standing as a fellow member in a professional organization, full disclosure shall be provided to the COR and CO within five calendar days upon official notification.

If it is determined by the medical legal review that the standard of care has not been met or there is substantial evidence of negligence on the part of the Contractor or contract employee/subcontractor, regardless of the final judicial decision, the provider may be unable to perform under the contract.

**Contractor Training and Courtesy Privileges:** Contractor training and courtesy privileges may be extended to BOP medical staff and will be limited to care and treatment of Federal inmates to ensure continuity of care.

**Quality of Patient Care/Non-Discrimination:** The hospital and professional service providers will provide BOP patients under the terms of this contract the same or equal services to those provided to non-BOP patients. Professional service providers shall be provided within accepted professional standards.

The Contractor agrees to make no distinction among patients under this contract on the basis of race, color, creed, national origin, or physical condition. For this contract, distinctions on the grounds of race, color, creed, national origin, or physical condition include but are not limited to the following: denying any service or benefit or availability of a facility; providing any service or benefit to a patient which is different; or if provided in a different manner or at a different time from that provided to other patients under this contract; subjecting a patient to segregation or separate treatment in any manner related to his receipt of any service; restricting a patient in any way in the enjoyment of an advantage or privilege enjoyed by others in determining whether he satisfies any admission, enrollment quota, eligibility, membership or other requirement or condition which an individual must meet in order to be provided any service or benefit; the assignment of time or places for the provision of services on the basis of race, color, creed, or national origin of the patients served.

**Third Party Liability:** Public Law 87-693 (42 U.S.C. 2651) provides that the United States shall be entitled to recover the reasonable value of hospital and medical care and treatment furnished or to be furnished to a person who suffers any injury or disease under circumstances indicating the Third Party's Liability involves the potential legal liability of another person for the injurer disease in question. This other person is commonly referred to as the "third party" since his/her negligent act or failure to act caused an injury or disease to the "first party" requiring medical treatment by or at the expense of the United States, the "second party."

**Privacy Act Notification:** This contract requires the Contractor, on behalf of the institution, to provide health care and report requested medical record and financial information to the BOP. The BOP will use the information for financial, legal, research, and health care procedures.

Disclosure of this information may be made by the BOP to: fiscal intermediaries; the Office of Workers' Compensation Programs, Department of Labor; the Department of Justice for their

representation of the United States; and for Congressional inquiry; quality assessment; medical audit or utilization review; billing third parties for the payment of care; analytical and evaluation studies; to federal or state agencies as required by law; and research purposes supported by the BOP.

Disclosure of the appropriate medical record information without prior consent of the subject patient may be made by you to: another provider of health care treating the same patient; a federal or state agency as required by law such as the reporting of communicable diseases, births, deaths, or the commission of crimes (e.g., gunshot wounds, rape, child abuse or neglect, alcohol or drug abuse, etc.); designated fiscal intermediaries; and billing third parties for the payment of care not reimbursed by the institution. The Contractor must forward all other requests for information to the COR.

**Authorized Users:** The institution reserves the right to grant permission allowing the United States Marshals Service and Bureau of Citizenship and Immigration Services to utilize this contract. The Contractor shall receive written notification from the institution when permission is granted. If approved to utilize the contract, these agencies shall be considered "optional users" with the ability to issue task orders against this contract for Federal prisoners and detainees. The Contractor shall "direct bill" the applicable agency for any services that are provided under this section.

**Electronic Subcontracting Reporting System (eSRS):** In accordance with FAR 52.219-9, the offeror agrees to submit the Individual Subcontracting Report (ISR), formerly the SF-294, and Summary Subcontracting Report (SSR), formerly the SF-295, as applicable. Pursuant to FAR 19.704, the Federal Bureau of Prisons requires submission of these reports as follows:

The ISR is due semi-annually and at contract completion, always within 30 days after the close of each reporting period unless otherwise directed by the Contracting Officer. Normally, these deadlines are April 30th for the period ending March 31st and October 30th for the period ending September 30th. A separate report is also due within 30 days after contract completion. **Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.**

The SSR must be submitted annually (for twelve months ending September 30th). Reports are due 30 days after the close of each reporting period.

Additional information concerning the Electronic Subcontracting Reporting System (eSRS) program can be located at <https://www.esrs.gov/>.

## **Submission of Proposals**

Proposals shall be submitted in three separate volumes in accordance with the following requirements.

- Volume 1 - Technical Proposal
- Volume 2 - Past Performance Proposal
- Volume 3 - Business Proposal

Offerors are required to use the following method when submitting a proposal:

- A. Electronic Proposals via e-mail.** Offerors shall submit their scanned documents of Volumes 1, 2, and 3 electronically via e-mail to [ccorcoran@bop.gov](mailto:ccorcoran@bop.gov) and a carbon copy (cc:) to [BOP-ADM-FAO-CMS-S](#). All documents must be in PDF format. All documents must be submitted and received within the inboxes of the email addresses listed above by the due date and time set forth in Block 8 of the Standard Form (SF) 1449, page 1 of the solicitation.
- B.** Offers received after the proposal deadline will be processed pursuant to FAR 52.212-1(f). It remains the Offerors responsibility to ensure **ALL DOCUMENTS** are in the Government's control (*recipient's inbox to the email addresses identified in paragraph A above*) by the proposal due date and time.
- C. PLEASE NOTE.** The following applies to all electronic submissions:
  - a. Please refer to FAR 52.212-1(f)(2)(i)(A)(B) and (C). E-mailed proposals will not be received instantly upon transmission. Offerors must factor delivery time when submitting their proposals. As stated in paragraph B above, e-mail proposals must be received within the recipient's inbox by the proposal due date and time.
  - b. The Government e-mail system can only receive documents up to 14 megabytes (MB). Therefore, the e-mail with attachments **must be less than 14 MB.**
- D.** The Offeror is responsible to ensure all electronic documents have good resolution and are LEGIBLE. The PDF file must also be text searchable.
- E.** Hard copies of proposals will not be accepted.

All potential Offerors are advised that this solicitation includes the provision FAR 52.212-1, *Instructions to Offerors - Commercial Items* (Jun 2020), and the provision at 52.204-7, *System for Award Management* (Oct 2018), which requires all Contractors doing business with the Federal government to be registered in the System for Award Management (SAM) database.

Offerors should include their Data Universal Numbering System (DUNS) number in their offers. The Contracting Officer will verify registration in the SAM database prior to award by entering the potential awardee's DUNS number into the SAM database. Failure to complete the registration procedures outlined in the provision noted above may result in elimination from consideration for award. Instructions for registration in SAM can be found at <https://www.sam.gov>.

### Instructions for Preparation of Technical Proposal

The Offeror's technical proposal will be an important consideration in the award of the resulting contract; therefore, it should be specific and complete. The technical proposal shall set forth in detail an Offeror's conceptual approach to, and interpretation of the following: stated contract goals; proposed work plan for achieving contract objective; proposed methodology and techniques of performing the contract; and the technical resources, experience and background, as well as unique or specialized skills and expertise of both the Offeror and proposed subcontractors.

The Offeror's proposal should be prepared simply and economically, providing straight-forward, concise delineation of capabilities to perform satisfactorily for the contract being sought. The technical proposal should therefore be practical, legible, clear, and coherent.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate art work and expensive paper, bindings, and presentation aids are neither necessary nor wanted.

The technical evaluation criteria stated within this solicitation will be used by the technical panel in evaluating proposals; therefore, each technical proposal must contain enough specificity to address each evaluation factor and the terms and conditions of the Performance Work Statement. In order that an evaluation may be accomplished strictly on the merit of the material submitted, the technical proposal shall not make reference to pricing data. Additionally, each Offeror shall complete ***Attachment 8, Technical Proposal Summary Sheets by Hospital Network***, and include such with the Offeror's technical proposal.

***Proposals which merely paraphrase the requirements of the Government's Performance Work Statement or parts thereof or use such phrases as "will comply" or "standard techniques will be employed" and/or cut and paste information from a proposed subcontractor's website will not be acceptable. The Offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the required output.***

## Instructions for Preparation of Past Performance Proposal

The proposal must describe the experience of the Offeror that is relevant to this contract:

- Experience providing health care to a diverse inmate population;
- Experience establishing and maintaining relationships with a large and diverse number of health care providers and/or organizations;
- Experience receiving and disseminating medical records to and from multiple health care providers.

The following information shall be included in each Past Performance Proposal:

1. A list of a total of three (3) of the Offeror's most recently awarded relevant contracts with a period of performance of at least twelve (12) months. The listing shall include all items listed below:
  - a. Name of contracting activity;
  - b. Contract number;
  - c. Date of Award;
  - d. Estimated Awarded Amount;
  - e. Contract Performance Period;
  - f. Name, Mailing Address, telephone number, fax number, and e-mail address of the Contracting Officer, Program Manager, and Administrative Contracting Officer;
  - g. Relevancy: Describe the relevance of the past of present contract to this RFP. Relevance discussion could include a comparison to providing health care to an inmate population of a similar care level as identified in ***Attachment 6, Medical Classification – Care Level Criteria***
  - h. Provide any other information the Offeror deems important to understand the past performance of the contract, the Offeror's ability to deliver quality medical services, meet schedule/performance requirements, and achieve customer satisfaction.
2. For Offerors with no past performance history, the Offeror shall state ***"No Past Performance History Available."*** In cases where an Offeror has no previous past performance or past performance information is unavailable, the Offeror will receive a neutral rating and will not be evaluated either favorably or unfavorably.

A Past Performance Questionnaire is provided as ***Attachment 9*** to this solicitation. Offerors shall complete the sections entitled "Reference Identification" and "Contract Identification" and forward a copy of the entire questionnaire to be completed by the three (3) references identified above. Offerors shall advise the reference that the completed questionnaire is to be considered source selection sensitive in accordance with FAR 3.104. ***Completed questionnaires shall be submitted as part of the Past Performance Proposal.***

Any questionnaire received from an organization other than those identified in above will not be considered. In accordance with FAR 15.306, Offerors may be given an opportunity to address especially unfavorable reports of past performance, and the Offeror's response, or lack of, will be taken into consideration. An Offeror's opportunity to address reports of negative past performance information could be affected by the Government's entitlement to award without discussions. Offerors would be well served to be aware of possible dissatisfied customers and address expected negative issues in initial proposal submissions. Generally, negative information obtained from references provided by the Offeror are considered historical in nature, not subject to change, and not a matter for discussions.

### **Instructions for Preparation of Business Proposal**

An Offeror's business proposal shall consist of the following information:

1. Completed Schedule of Items and Sub-Contract Certification: ***Attachment 1***
2. Completed certification entered onto the provision 52.209-7, *Information Regarding Responsibility Matters*, and 52.209 -12 *Certification Regarding Tax Matters* of this solicitation.
3. Completed representations and certifications entered onto the provision at FAR 52.212-3, *Offeror Representation and Certifications - Commercial Items.*" (Only if Offeror has not completed annual electronic representations and certifications in the System for Award Management (SAM) as specified at FAR 4.1201.
4. A brief explanation of the Offeror's management structure as it relates to the performance of services under the contract.
5. A reference at a financial institution with general knowledge of the Offeror's financial resources. Please include the name of the individual, name of the financial institution, address, and phone number.
6. Audited and/or certified financial statements (balance sheet, profit and loss statement) for the previous fiscal year.

### **Freedom of Information Act Notice**

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract proposals submitted to Federal agencies. If an Offeror's proposal contains information that he/she believes should be withheld from such requestors, under FOIA, on grounds that it is "trade secrets and commercial or financial information obtained from a person and privileged or confidential" [(b)(4) of the FOIA], the Offeror should identify all such information so that if the proposal is ever the subject of a FOIA request, the decision to disclose or withhold can be made promptly by the responsible Federal official. If the Offeror considers parts of the proposal withholdable under FOIA, the following notice should be placed on the title page:

**"Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on pages \_\_\_\_."**

The Offeror should mark each individual item considered privileged or confidential under the FOIA with the following notice:

**"The data or information is considered confidential or privileged, and not subject to mandatory disclosure under the FOIA."**

All information in the Offeror's proposal which is not designated may be subject to automatic public disclosure, if it is requested under FOIA. It must be emphasized that under FOIA no information is automatically exempt from public disclosure. However, no disclosures under FOIA will be made without a careful and exacting evaluation, giving due regard to the need for safeguarding material considered by the submitter to be privileged or confidential. The Department of Justice's policy is to withhold, whenever possible, material that is genuinely privileged or confidential.

## Evaluation of Proposals

### Evaluation Procedures

Proposals will be evaluated in accordance with the criteria set forth in this solicitation. The results of the proposal evaluation will be used to determine whether an Offeror's proposal will be considered for inclusion within the competitive range for the purpose of discussions. Offerors are hereby notified that the competitive range may be limited to the greatest number of proposals that will permit an efficient competition among the most highly-rated proposals. Offerors are also advised that a contract award may be made without discussions; therefore, the initial proposal should provide the Government with sufficient information to recommend a contract award without discussions and should reflect the Offeror's ability to perform at a reasonable price.

### Technical Evaluation

The Technical Evaluation Plan will rate each Offeror's proposal against technical evaluation criteria. A technical proposal deserving of an outstanding rating shall receive a higher rating than that of a mediocre proposal, as compared to the technical evaluation criteria. The technical evaluation shall be based on the documentation which supports an Offeror's ability to perform in accordance with the terms and conditions of this solicitation.

## **Past Performance Evaluation**

Offerors are advised that the Government will utilize information located in the Contractor Performance Assessment Reporting System (CPARS), and information obtained from the three (3) references as well as the response from the offeror regarding experience relevant to this contract to evaluate past performance.

If adequate information is available in CPARS, the Government may only use information from CPARS in the past performance evaluation. The past performance questionnaires will be used in the evaluation at the Government's discretion.

The Government will evaluate the offeror's past performance for the following:

- (a) relevancy
- (b) quality of services
- (c) timeliness of deliverables/adherence to performance schedule
- (d) cost control
- (e) management
- (f) utilization of small business and
- (g) regulatory compliance

Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' ratings will be compared in the determination of best value to the Government. Past performance will be rated and the Government's conclusions about the offeror's past performance will be considered in determining the relative merits of the offeror's proposal.

The Government reserves the right to use past performance information obtained from other than the sources identified by the offeror. Information may be utilized from the references listed in the proposal and other relevant references known to the BOP. The Government also reserves the right to disregard a reference as non-relevant if that reference is unable to provide an informative response. The Government reserves the right to review past performance information received by the Contracting Officer following the deadline for receipt of proposals and up to the time of award.

Evaluation of past performance will be a subjective assessment based on consideration of facts and circumstances. It will not be on absolute standards of acceptable performance. By evaluating past performance, the Government intends to consider the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer. This is a matter of judgment.

## **Price Evaluation**

An objective price evaluation and analysis will be performed on each Offeror's price proposal. Offerors are requested to submit a separate price proposal for the base period and each individual option period, as specified in this solicitation. The evaluated price will be inclusive of the base year and all option years.

Price proposals will be evaluated to determine which proposal offers the lowest price to the Government. The Offeror providing the highest discount from the Medicare rate will be considered to be offering the lowest price in each category.

The Offeror proposing the highest premium to the Medicare rate will be considered to be offering the highest price in each category. For other items, the offeror proposing the lowest unit price will be considered to be offering the lowest price in each category. Offerors must adhere strictly to the pricing methodology required by the solicitation.

Offerors who vary their pricing methodology create a situation whereby the Government cannot conduct a comparative evaluation of offers in pricing aspects. Therefore, any Offeror who proposes a pricing methodology in any pricing category which varies from the prescribed (e.g., proposing multiple rates within any category or proposing a differing methodology) will receive no pricing score for each such category.

### **Evaluation Criteria**

The Government intends to make a single award to an Offeror, pursuant to an affirmative determination of responsibility, whose proposal, conforming to the solicitation, is determined to be in the best interest of the Government, price and other factors considered. In this tradeoff process, non-price factors (when combined) are approximately equal to price. Technical criteria and past performance are of equal value.

Evaluation criteria to be applied to proposals received in response to this solicitation are detailed below. Offerors are advised that should the Offeror's proposals be considered approximately the same or equal under non-price factors, price could be paramount in the selection decision.

### **Technical Criteria**

Demonstrated approach to providing an appropriate mix of resources to deliver quality medical care to the inmates located at the institution, while mitigating the Government's costs and security risks, as measured by the following subfactors, which are of equal importance:

1. Level of diversity of services proposed;
2. Driving distance and conditions to and from the community-based providers;
3. Accreditation status of the proposed contract facility(ies);
4. Enhancements to the basic contract requirements proposed by the Offeror which will facilitate institution's ability to conform to the BOP's stated mission.

### **Past Performance Criteria**

Subfactors 1 through 7 are listed below and are of equal importance.

1. Quality of services
2. Relevancy

3. Timeliness of deliverables/Adherence to performance schedule
4. Cost Control
5. Management
6. Utilization of Small Business
7. Regulatory Compliance

## **Price**

Pricing categories are listed below in descending order of importance.

### ***FCI Otisville***

- 1a. Inpatient Facility Services
- 1b. Outpatient Facility Services
- 2b. Outpatient Physician Services
- 1b. Inpatient Physician Services
- 2c1. Onsite Optometry (session)

A proportionate amount of points will be awarded to each Offeror below the highest-ranked offeror in each category.

**Attachment 5**  
**Computation of Basic MS-DRG Payments (i.e., Operating Federal Rate)**  
**CBSA Code 35614-New York-Jersey City-White Plains, NY-NJ**

Calculation of the Operating Federal Rate:

Step 1: Select the applicable average standardized amount for the full update

Step 2: Multiply the labor-related portion of the standardized amount by the applicable wage index for the geographic area

Step 3: For hospitals in Alaska and Hawaii, multiply the nonlabor-related portion of the standardized amount by the applicable cost-of-living adjustment factor

Step 4: Add the amount from Step 2 and the nonlabor-related portion of the standardized amount (adjusted, if applicable, under Step 3)

Step 5: Multiply the final amount from Step 4 by the relative weight corresponding to the applicable MS-DRG

Index Figures: Obtained from the Centers for Medicare and Medicaid Services for discharges on/after **October 1, 2022**

**Step 1**

Enter CBSA Code in Cell B24 35614

Table 4A, Wage Index for Rural Areas by CBSA Table: 1.3329

Area Name: New York-Jersey City-White Plains, NY-NJ

Table 1A or 1B (Full Update) National Adjusted Operating Standardized Amount:

Labor-related:	\$4,310.00
Non-labor-related:	\$3,952.96

Table 5, MS-DRG Relative Weight (MS-DRG 76, Viral Meningitis w/o CC/MCC): 0.9873

**Step 2**

Labor-related x Wage Index \$ 5,744.80

**Step 3**

Only applicable for HI & AK

**Step 4**

Total of Step 2 + Non-labor related \$ 9,697.76

**Step 5**

Total of Step 4 x MS-DRG Relative Weight \$ 9,574.60

Payment for MS-DRG 076 under the contract would be \$ 9,574.60 plus or minus any premium or discount established as the contract rate.

## Care Level I

### Concept:

Inmates are generally healthy but may have limited medical conditions that can be easily managed by clinical evaluations every 6 months. Needed subspecialty care is limited (not regularly required and completed in < 3 months). Inmates with mental health conditions are stable and require chronic care appointments and/or individual psychology or health services contacts no more frequently than every 6 months. If more acute services are required, such as crisis intervention, such episodes are short-lived (i.e., less than 3 months duration, and occur no more frequently than every 2 years) and resolve without the need for hospitalization.

### Demographic Criteria:

Age < 70 years

### Functional Criteria:

- Independent in ADLs and capable of doing physically demanding work assignments (Inmates can be physically disabled, but access to wheelchair or simple adaptive devices make the inmate independent in ADLs; may need limited assistance from inmate companions).
- No history of severe mental illness, self-mutilation or repeated suicide attempts (If mental health condition is present it does not impair inmate's ability to function socially, cognitively, or occupationally.)

### Diagnostic Criteria:

- Hyperlipidemia with less than three cardiac risk factors and no CVD or PVD
- Hypertension easily controlled with simple regimen
- CAD - no diagnostic or clinical evidence of significant CAD that warrants treatment
- Mitral valve prolapse without clinically significant mitral insufficiency
- Asthma - mild, intermittent disease, pm bronchodilators only, never hospitalized for asthma
- Diabetes -controlled by diet, i.e., not requiring medications
- GERD or dyspepsia or peptic ulcer disease or hiatal hernia - easily controlled
- Diverticulosis and irritable bowel syndrome without complications
- Gall bladder disease without complicating factors
- Tuberculin skin test -positive requiring treatment for latent TB infection
- Tuberculosis -history of active TB disease adequately treated
- Hepatitis B or C with persistently normal ALT levels and no other evidence of liver disease
- HIV infection -asymptomatic with CD4+ T-cell count > 500 with undetectable viral load < 50 cps/mL and not treated with medications
- Benign prostatic hypertrophy or acute or chronic prostatitis
- Kidney stones > 1 year ago
- Chronic headaches, including migraine
- Chronic musculoskeletal pain, such as osteoarthritis - not affecting ADLs

- Cancer - cured - no further monitoring required
- Benign skin lesions or easily resected malignancies resulting in cure, e.g. basal cell CA
- Fibrocystic disease of breast, uterine fibroids (asymptomatic)
- Mild menstrual disorders such as irregular menses, endometriosis, and hx of Hysterectomy
- Eye problem affecting vision but inmate can perform ADLs and does not require ongoing care from optometrist/ophthalmologist
- Depression or other mental health condition that is easily controlled by single medication

## Care Level II

### Concept:

Inmates are stable outpatients that have chronic illnesses that require at least quarterly clinician evaluations and are independent in ADLs. Inmates with mental health conditions can be managed through chronic care clinics and/or individual psychology or health services contacts no more frequently than monthly to quarterly. If more acute services are required, such as crisis intervention, such episodes are short-lived (i.e., less than 3 months duration, and occur no more frequently than every 2 years) and resolve without the need for hospitalization.

### Demographic Criteria:

- Any age

### Functional Criteria:

- Independent in ADLs and capable of doing multiple work assignments, however, may not be able to perform certain physically demanding tasks due to chronic illness. (Inmates can be physically disabled, but access to wheelchair or simple adaptive devices make the inmate independent in ADLs; may need regular assistance from inmate companions.)
- Mental health conditions may affect inmate functioning, but any limitations are stable, i.e., non-progressive.

### Diagnostic Criteria:

- Hypertension that is controlled or intermittently labile and requires quarterly clinician exams
- Hyperlipidemia with three cardiac risk factors or CVD or PVD
- CAD - asymptomatic with history of angina or MI, or with stable angina (symptomatic only with marked exertion)
- Atrial fibrillation or other nonmalignant cardiac arrhythmia without CHF or angina
- History of heart valve replacement, without chronic anticoagulation, stable and asymptomatic
- Mitral valve prolapse with mitral insufficiency without CHF
- CHF without impairments in ADLs
- Peripheral edema or chronic phlebitis of lower extremities
- Asthma - persistent asthma requiring chronic meds, but controlled without history of status, intubation, or hospitalization

- COPD or other lung disease that is stable, not requiring oxygen and not impairing ADLs
- Sleep apnea without history of serious complications; e.g., arrhythmia, heart failure
- Diabetes requiring medications - non-labile without significant complications
- Renal insufficiency -mild/nonprogressive
- Kidney stones during past year or recurrent symptoms
- Seizure disorder - stable on medications, no more than 1 seizure every 2 years
- Neurodisorders such as s/p CVA, mild Parkinsons - but completely independent in ADLs
- Hepatitis B or C infection that may require antiviral tx
- Liver disease or liver failure is manageable by quarterly clinician exams; MELD < 10
- HIV infection - with (1) CD4+ T-cell count < 500 but > 150 OR (2) > 500 CD4+ T-cells with detectable viral load
- Thyroid disease, gout, or other endocrine condition - requiring medications and quarterly exams
- Pregnancy (uncomplicated)
- Sickle cell anemia (no more than 1 crisis every 2 years)
- Cancer in sustained remission, no treatment required - but further monitoring required
- Chronic pain affecting ADLs but inmate requires no nursing assistance
- Systemic lupus, rheumatoid arthritis, or other connective tissue disease (CTD) requiring medications but without end organ damage or affect on ADLs
- Eye problem affecting vision requiring ongoing care from optometrist/ophthalmologist but inmate can perform ADLs
- Serious mental illness such as major depression or schizophrenia -(patient requires quarterly monitoring, but is functionally well-compensated

### Care Level III

#### Concept:

Inmates are fragile outpatients with conditions that require frequent clinical contacts (daily to monthly). Inmates with chronic or recurrent mental illnesses or ongoing cognitive impairments which require frequent (daily to monthly) psychiatric/health services and/or psychology contacts to maintain outpatient status. Inmates may require assistance in performing some ADLs, but do not require daily nursing care. Such assistance may include the regular services of inmate companions. Stabilization of the inmate's medical or mental health condition may periodically require hospitalization.

#### Demographic Criteria:

- No age restrictions

#### Functional Criteria:

- Inmate is limited in ability to perform ADLs (including disabled inmates); however, daily nursing care or skilled nursing care is not required. May work if medically cleared.

#### Diagnostic Criteria:

- CAD with angina on minimal exertion; affects ADLs
- Atrial fibrillation or other nonmalignant cardiac arrhythmia with CHF or angina but does not require oxygen or daily nursing care

- History of malignant arrhythmia, cardiac arrest, pacemaker, or implantable defibrillator, but no arrhythmia during past year (stable)
- History of heart valve replacement with chronic anticoagulation or with symptomatic insufficiency of the prosthetic valve
- Mitral insufficiency with CHF (NYHA > II)
- Aortic stenosis without angina or syncope, but which will likely require surgery during incarceration
- CHF from any cause significantly limits ADLs (NYHA class III), but does not require oxygen or daily nursing care
- Asthma - poorly controlled on a chronic basis with a history of status asthmaticus, intubation, or recurrent hospitalization
- COPD or other lung disease that significantly limits ADLs, but does not require oxygen or daily nursing
- Sleep apnea with history of complications; e.g., arrhythmias, heart failure
- Diabetes that is markedly labile despite at least twice daily fingerstick glucose monitoring, or complicated by significant cardiac disease, renal disease, or retinopathy, or glycated hemoglobin > 10 despite 12 months of appropriate tx in a compliant patient
- Chronic pancreatitis
- Inflammatory bowel disease, Crohn's or ulcerative colitis (active/uncontrolled on meds)
- Renal insufficiency - progressive (GFR < 20)
- Liver disease (MELD 15 -30) and/or recurrent ascites, GI bleeding or intermittent encephalopathy, AND not requiring skilled nursing care
- HIV infection with CD4+ T-cell count < 150 but otherwise stable; on or off meds
- Sick cell anemia (crisis yearly or more frequently)
- Hematopoietic disorder with stable blood counts: e.g., polycythemia vera, myelofibrosis
- Chronic anticoagulation from any indication
- Seizures poorly controlled on medications - seizures every three months or more frequently
- Neurologic disorders such as dementia, Parkinson's disease, s/p CVA, paralysis, and multiple sclerosis that limit ADLs but can be managed in outpatient setting without daily nursing care
- Systemic lupus, RA, or other connective tissue disease requiring medications and causing end organ damage or significantly affecting ADLs but not requiring daily nursing care.
- Cancer in recent remission (< 1 year) or at risk of relapse requiring close monitoring
- Organ transplant recipients (> 1 year) that are stable without evidence of organ rejection
- Chronic mentally ill requiring the structured outpatient treatment of a STEPDOWN UNIT.

#### Care Level IV

##### Concept:

Inmate requires services available at a MRC and may require daily nursing care. Mental health conditions are acute or chronic and have resulted in severe impairment of functioning. Current symptomology or treatments require 24-hour skilled nursing care or nursing assistance.

##### Demographic Criteria:

- No age criteria

**Functional Criteria:**

- Inmate is limited in ability to perform ADLs and requires 24 hour skilled nursing care or nursing assistance (Disabled inmates are not independent in ADLs and require ongoing nursing assistance or have unstable medical or mental health conditions.) May work if medically cleared.

**Diagnostic Criteria:**

- CAD with unstable angina
- Atrial fibrillation or other nonmalignant cardiac arrhythmia with CHF or angina requiring oxygen and/or daily nursing care
- History of malignant arrhythmia, cardiac arrest, pacemaker, or implantable defibrillator with ongoing arrhythmias or unstable cardiac status
- Aortic stenosis with any symptoms of CHF, syncope, or angina
- CHF from any cause affecting ADLs and requiring oxygen or daily nursing care
- COPD or other lung disease that requires oxygen or daily nursing care
- Inmates requiring chronic mechanical ventilation
- Renal failure - requiring dialysis now or in the near future
- Liver disease (MELD > 30) or requiring skilled nursing care
- HIV infection with CD4+ T-cell count < 50 or refractory to treatment
- Pregnancy (complicated)
- Hematopoietic disorder with unstable blood counts: e.g., polycythemia vera, myelofibrosis
- Sickle cell anemia with end organ damage
- Cancer requiring treatment: chemotherapy, radiation therapy, or palliative care
- Organ transplant recipients (< 1 year) or any evidence of rejection/complications
- Neurodisorders such as dementia, Parkinson's disease, s/p CVA, paralysis, and multiple sclerosis that require daily nursing care or skilled inpatient nursing care
- Chronic pain requiring invasive/special procedures or pain-specialist management
- Systemic lupus, RA, or other CTD markedly affecting ADLs and requiring daily nursing care
- Eye problem affecting vision and ADLs. Inmate requires daily nursing assistance.
- Candidate for surgical intervention or rehabilitation provided at the MRC or more cost effectively at the MRC
- Inmates requiring subacute or long-term medical inpatient care
- Inmates with major mental illness requiring inpatient care, ECT, or intensive monitoring.

**Performance Element: Quality of Goods/Services**

**Outcome Measure Indicators:**

- Degree to which the care provided to the inmates was considered to be appropriate. Extent to which the inmates received the services for which they were referred.
- Degree to which services were provided that were not authorized by the Government.
- Extent to which the contractor submitted invoices which were accurate, properly documented, and billed in accordance with the terms of the contract.
- Extent to which the evaluation and treatment was completely documented, accurate, legible, and of the appropriate content.
- Degree to which the discharge instructions provided by the attending physicians were in sufficient detail to allow subsequent care of the patients.
- Degree to which the Contractor's assigned Point of Contact was knowledgeable and available for consultation.

**Performance Element: Timeliness of Deliveries/Performance**

**Outcome Measure Indicators:**

- Degree to which the medical care was provided in a timely manner.
- If applicable, degree to which the scheduling of appointments was completed in a timely manner, given the urgency of the referrals.
- Extent to which appointments for specialty care were generally available within 14 calendar days from date of referral to the specialty provider.
- Degree to which invoices were received within 90 calendar days after an inmate's discharge or outpatient encounter.
- When improper invoices were rejected, extent to which the revised invoices were resubmitted within 30 calendar days from the date of rejection.
- Degree to which written reports by the attending physician documenting the circumstances of the inpatient treatment, outpatient procedure, or other consultation were provided to the COR within ten business days of the inpatient discharge, outpatient procedure, or other consultation.
- Degree to which the contractor's assigned Point of Contact provided prompt assistance and coordination in the provision of the contract services.
- Extent to which labs and consultations pending at time of discharge were faxed to the COR no later than ten calendar days past discharge.

**Performance Element: Business Relations**

**Outcome Measure Indicators:**

- Extent to which the contractor coordinated and integrated the provision of care while the inmate was in a community-based setting. Degree to which the attending

physician or coordinator of care responded in a timely manner to requests for information from the HSA, Clinical Director, or other designated POC regarding the health status of the inmate.

- Extent to which the contractor cooperated with the Government in the review of invoices, answering questions as needed and providing clarifying information.
- Extent to which the contractor released inmate medical information in a timely manner, and in a manner consistent with applicable law or regulation. Degree to which the contractor facilitated open avenues of communication between the physician, hospital/facility, and the Government regarding patient care and/or administration issues. Extent to which the contractor was effective in interfacing with BOP Health Services staff. Extent to which the contractor maintained positive relationships with the provider network.

**Performance Element: Customer Satisfaction**

**Outcome Measure Indicators:**

- Overall level of satisfaction with the hospital/facility services provided. Overall level of satisfaction with the physician services provided.
- Overall level of satisfaction with the invoicing/billing performed by the contractor.
- Overall level of satisfaction with the contractor's management of medical record information. Overall level of satisfaction with the contractor's communication efforts.

Each offeror shall complete this two-page attachment for each hospital network proposed, without altering the format or the information sought by the form. The completed attachment supersedes any information described in the technical proposal. In the event of any conflicts between the completed attachment and the technical proposal, the information provided in this attachment shall take precedence.

<b>Offeror:</b>
<b>Hospital provider (name, address):</b>
<b>Type of facility (e.g., acute, tertiary, ambulatory surgery):</b>
<b>Accreditation type/date:</b>
<b>Proximity of hospital to Institution (in miles):</b>
<b>Number/type of beds:</b>
<b>Any exclusions on hospital services offered? (if so, describe):</b>
<b>Emergency Room trauma level:</b>
<b>Based on proximity and/or capability, is this hospital the primary Emergency Room provider for Institution inmates, as recognized by the local emergency medical service responder?</b>
<b>Summarize enhancements available at this hospital:</b>
<b>Describe how this hospital network would be utilized within the offeror's overall provider network (e.g., primary provider, secondary provider, etc.):</b>



**REFERENCE IDENTIFICATION**

Name of Reference	
Address	
Phone	
Fax	
Date Completed	

**CONTRACT IDENTIFICATION**

Contractor Name for whom questionnaire is completed:	
Contract Number:	
Contract Type:	
Period of Performance:	
Estimated Value of Contract, including all options:	
Description of Services:	
Number of BOP locations serviced by this contract:	

**EVALUATION**

Below are listed specific questions relating to the following six categories of contractor performance: quality of services, timeliness of deliverables/adherence to performance schedule, cost control, management, utilization of small business, and regulatory compliance. Please rate the contractor for each question based on the following guidelines. There is a comment section provided below each question.

**RATING SCALE – CONTRACTOR’S PERFORMANCE**

Please use the following ratings to answer the questions regarding a contractor’s performance. Please include an explanation to support the rating for each question.

<b>RATING</b>	<b>DEFINITION</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government’s benefit. The element being assessed was accomplished with few minor problems for which corrective action taken by the contractor was highly effective.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government’s benefit. The element being assessed was accomplished with minor problems for which corrective actions taken by the contractor were effective.
<b>(S) Satisfactory</b>	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective action.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.
<b>(N/A) Not Applicable</b>	No information or did not apply to contract.

**RATING SCALE – USE OF SMALL BUSINESS**

Please use the following ratings to answer the question regarding a contractor’s use of small business as subcontractors. Please include an explanation to support the rating for each question.

<b>RATING</b>	<b>DEFINITION</b>
<b>(E) Exceptional</b>	Exceeded all statutory goals. Had excellent success with initiatives to assist, promote, and utilize entities from the various socio-economic categories. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract/order. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.
<b>(VG) Very Good</b>	Met all statutory goals. Had significant success with initiatives to assist, promote, and utilize entities from the various socio-economic categories. Endeavored to go above and beyond the required elements of the subcontracting plan and other small business requirements of the contract/order. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.
<b>(S) Satisfactory</b>	Demonstrated a good faith effort to meet all of the negotiated subcontracting goals in the various socio-economic categories. Full-filled the requirements of the subcontracting plan in the contract/order. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.
<b>(M) Marginal</b>	Deficient in meeting key subcontracting plan elements. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner. Failed to satisfy one or more requirements of a corrective action plan currently in place.
<b>(U) Unsatisfactory</b>	Noncompliant with any small business participation requirement in the contract/order. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner. Showed little interest in bringing performance to a satisfactory level or is generally uncooperative.
<b>(N/A) Not Applicable</b>	No information or did not apply to contract.

***SECTION 1 – QUALITY OF MEDICAL SERVICES***

Quality of medical care provided to inmates was consistent with community standards.

Rating: \_\_\_\_\_ Brief Explanation of Rating Given:

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***SECTION 2 - TIMELINESS OF CONTRACT DELIVERABLES/ADHERENCE TO PERFORMANCE SCHEDULE***

Compliance with contract deliverables, i.e. appointments, requests for information, accurate invoices within 90 calendar days after an inmate’s discharge or outpatient encounter (or as specified in the contract) and/or written reports by the attending physician documenting the circumstances of the inpatient treatment, outpatient procedure, or other consultation provided to the COR within ten business days of the inpatient discharge, outpatient procedure, or other consultation (or as specified in the contract).

Rating: \_\_\_\_\_ Brief Explanation of Rating Given:

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***SECTION 3 – COST CONTROL***

Contractor cooperation with the Government in the review of invoices to ensure accuracy, the adjudication of medical claims, and efforts to control the cost out-of-network medical services.

Rating: \_\_\_\_\_ Brief Explanation of Rating Given:

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***SECTION 4 – MANAGEMENT***

Effectiveness by the Contractor in managing a network of community-based medical providers, open communication with Contractor’s key personnel, answering questions as needed, and knowledge/expertise of Contractor’s point of contact.

Rating: \_\_\_\_\_ Brief Explanation of Rating Given:

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***SECTION 5 – UTILIZATION OF SMALL BUSINESS***

Achievements of Contractor with initiatives to assist, promote, and utilize small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business, and service disabled veteran-owned small business.

Rating: \_\_\_\_\_ Brief Explanation of Rating Given:

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***SECTION 6 – REGULATORY COMPLIANCE***

Contractor’s adherence to the terms and conditions of the contract.

Rating: \_\_\_\_\_ Brief Explanation of Rating Given:

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# LIST OF PROVIDER INFORMATION REQUIREMENTS

## ATTACHMENT 10-A

The Medical Claims Adjudication contractor will need the following data elements for each type of provider in your proposed network. Each provider record should be stored in the file as comma separated values (CSV) in a single row. A new row is created for each provider record.

Please note that there are three different file formats to submit depending on the type of provider(s) in your network:

### *1) For Institutional Providers*

Field Number	Field Name	Maximum Length	Notes	Example
1	National Provider Identifier (NPI) Number	10		9876543210
2	Institution Name	70		XYZ Medical Center
3	Doing Business As (DBA) Name	70	Leave blank if not applicable.	XYZ Hospital Trust
4	EIN (Tax ID) Number	9	Enter as 9 digits with no dashes.	987654321
5	Mailing Address (Form W-9 Address)	55	Use the address found on the Form W-9.	PO Box 174256
6	Mailing City	40	Use the city found on the Form W-9.	Los Angeles
7	Mailing State	2	Use the state found on the Form W-9. Two-character abbreviation only.	CA
8	Mailing Zip Code	5	Use the zip code found on the Form W-9. Only 5 digits needed.	90001
9	Healthcare Provider Taxonomy Code	10	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	282N00000X
10	Healthcare Provider Taxonomy Name	70	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	General Acute Care Hospital

Sample CSV file record using the example data from above:

9876543210,XYZ Medical Center,XYZ Hospital Trust,987654321,PO Box 174256,Los Angeles,CA,90001,282N00000X,General Acute Care Hospital

# LIST OF PROVIDER INFORMATION REQUIREMENTS

## ATTACHMENT 10-A

### 2) For Individual Practitioners (Sole Providers)

Field Number	Field Name	Maximum Length	Notes	Example
1	National Provider Identifier (NPI) Number	10		11223344550
2	Provider Last Name	35		Johnson
3	Provider First Name	20		Richard
4	Provider Middle Initial	1		L
5	Provider Suffix Text	7		Sr, DO
6	EIN (Tax ID) or SSN Number	9	Enter as 9 digits with no dashes.	102030405
7	Physical Address	55	Address of the office or facility.	1111 Main Street
8	Physical City	40	City of the office or facility.	Washington
9	Physical State	2	State of the office or facility. Two-character abbreviation only.	DC
10	Physical Zip Code	5	Zip code of the office of facility. Only 5 digits needed.	20024
5	Mailing Address	55	If different than physical address.	P.O. Box 1718
6	Mailing City	40	If different than physical address.	Washington
7	Mailing State	2	If different than physical address.	DC
8	Mailing Zip Code	5	If different than physical address.	20001
9	Healthcare Provider Taxonomy Code	10	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	207RG0100X
10	Healthcare Provider Taxonomy Name	70	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	Gastroenterology Physician

Sample CSV file record using the example data from above:

1122334455,Johnson,Richard,L,"Sr, DO",102030405,1111 Main Street,Washington,DC,20024,P.O. Box,1718,Washington,DC,20001,207RG0100X,Gastroenterology Physician

# LIST OF PROVIDER INFORMATION REQUIREMENTS

## ATTACHMENT 10-A

*3) Group Practices and Suppliers (please note, create a record for each rendering physician in the group who could treat BOP patients)*

Field Number	Field Name	Maximum Length	Notes	Example
1	Group National Provider Identifier (NPI) Number	10		99887766550
2	Group Name	35		ABC Orthopedic Trauma Surgery
3	Group Healthcare Provider Taxonomy Code	10	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	193400000X
4	Group Healthcare Provider Taxonomy Name	70	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	Single Specialty Group
5	Rendering Provider National Provider Identifier (NPI) Number	10	Be sure to create a record for each rendering physician in the group who may treat BOP patients.	5555222221
6	EIN (Tax ID) or SSN Number (group)	9	Enter as 9 digits with no dashes.	102030405
7	Rendering Provider Last Name	35		Smith
8	Rendering Provider First Name	20		Melanie
9	Rendering Provider Middle Initial	1		K
10	Rendering Provider Suffix Text	7		MD
11	Physical Address	55	Address of the office or facility.	1234 River Road
12	Physical City	40	City of the office or facility.	Roseville
13	Physical State	2	State of the office or facility. Two-character abbreviation only.	CA
14	Physical Zip Code	5	Zip code of the office of facility. Only 5 digits needed.	95747
15	Mailing Address	55	If different than physical address.	
16	Mailing City	40	If different than physical address.	
17	Mailing State	2	If different than physical address.	
18	Mailing Zip Code	5	If different than physical address.	
19	Rendering Provider Healthcare Provider Taxonomy Code	10	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	207XX0801X
20	Rendering Provider Healthcare Provider Taxonomy Name	70	Lookups of provider taxonomy codes can be performed on: <a href="https://taxonomy.nucc.org/">https://taxonomy.nucc.org/</a>	Orthopedic Surgery Orthopedic Trauma

# LIST OF PROVIDER INFORMATION REQUIREMENTS

## ATTACHMENT 10-A

Sample CSV file record using the example data from above:

9988776655,ABC Orthopedic Trauma Surgery,193400000X,Single Specialty  
Group,5555522221,102030405,Smith,Melanie,K,MD,1234 River  
Road,Roseville,CA,95747,,,,,207XX0801X,Orthopedic Surgery Orthopedic Trauma

# INFORMATIONAL REQUIREMENTS FOR MEDICAL CLAIMS ATTACHMENT 10-B

1. Medical claims shall be transmitted in accordance with regulatory and industry standards for the submission of ANSI 837 transactions. The contractor shall be responsible for maintaining its information system(s) so that it remains compliant with such regulatory and industry standards. Any system changes that are required by the BOP's medical claims adjudicator that are not the result of a regulatory or industry-wide change shall be negotiated on a case-by-case basis.
2. Medical claims may be submitted electronically via the claims clearinghouse service of the contractor's choosing to the payer code BOPMC which has been registered with the claims clearinghouse networks. As an alternative, the Medical Claims Adjudication contractor can also provide access to a web portal allowing uploading of ANSI 837 claim files or direct data entry of BOP claims if desired.
3. Each medical claim, whether submitted electronically or in hard copy, shall identify the inmate by his/her individual BOP inmate register number and shall reflect the patient's relationship to insured as "self." The inmate number shall be keyed with five digits, a hyphen, and three digits in the following format: 12345-678. In an electronically transmitted medical claim, this information shall be keyed at 2010BA NM109 for both facility and professional medical claims. In a UB-04 institutional hardcopy medical claim, the BOP inmate register number shall be included in the Insured's Unique ID field block 60. In a CMS-1500 professional hardcopy medical claim, the BOP inmate register number shall be included in the Insured's I.D. Number field, block 1a.
4. Each medical claim, whether submitted electronically or in hard copy, shall identify the invoice number under which the individual medical claim is being invoiced. In an electronically transmitted medical claim, the invoice number shall be referenced in the Patient Account Number field submitted in the 2300 loop, CLM01 segment. In a UB-04 hardcopy medical claim submission, the invoice number shall be included in the Patient Control Number field, block 3a. In a professional hardcopy medical claim submission, the invoice number shall be included in the Patient Account Number Field, block 26. The invoice number shall be limited to 13 characters. Positions 1-3 will be the institution's alpha facility code, positions 4-5 will be alpha/numeric and mutually agreed upon by the institution and contractor, and positions 6-13 will be alpha/numeric and sequential. Not all positions, 6-13, must be used. No special characters will be allowed.
5. The Institution's 3-character alpha Facility Code will be transmitted in electronically submitted medical claims (either 837i or 837p format) in the Subscriber Group or Policy Number Field in the 2000B Loop, SBR03 segment. In a UB-04 institutional hard copy medical claim, the Institution Facility Code will be included in the Insurance Group No Field, block 62. In a CMS-1500 professional hardcopy medical claim, the Institution Facility Code will be included in the Insured's Policy, Group, or FECA Number Field, block 11. **An example of the Facility Code(s) in use at BOP facilities in Otisville, NY include:**

- OTV - Otisville FCI

# INFORMATIONAL REQUIREMENTS FOR MEDICAL CLAIMS ATTACHMENT 10-B

6. The Medical Claims Adjudication Contractor will perform automated validation of any NPI numbers received on a BOP claim at the EDI Gateway.

If a claim is received from a CMC with a NPI number that is not currently in their Provider Data Submission, the claim will be automatically rejected at the EDI Gateway.

A CA277 Claims Acknowledgement message will be received with a Claim Status Code of “A7” and a Claim Status Category Code of “562” in the STC segments on the report explaining the rejection of the claim(s) due to missing or invalid NPI numbers.

The following fields on an 837i institutional claim or an 837p professional claim which could or must contain a valid NPI number within the Provider Data Submission will be checked:

- I. 837i:
  - 1. 2010AA NM109 Billing Entity Identification Code (required)
  - 2. 2010AB NM109 Pay-To Provider Identification Number Code
  - 3. 2310A NM109 Attending Provider Identification Code (required)
  - 4. 2310B NM109 Operating Physician Identification Code
  - 5. 2310C NM109 Other Operating Physician Identification Code
  - 6. 2310E NM109 Service Facility Identification Code
  - 7. 2420A NM109 Operating Physician Identification Code
  - 8. 2420B NM109 Other Operating Physician Identification Code
  
- ii. 837p:
  - 1. 2010AA NM109 Billing Provider Identification Code (required)
  - 2. 2310A NM109 Referring Physician Identification Code
  - 3. 2310B NM109 Rendering Physician Identification Code (required)
  - 4. 2310C NM109 Service Facility Location Identification Code (required)
  - 5. 2310D NM109 Supervising Provider Name Identification Code
  - 6. 2420A NM109 Rendering Provider Identification Code
  - 7. 2420B NM109 Purchased Service Provider Identification Code Qualifier

7. Paper medical claims submitted to the medical claims adjudicator shall be mailed to the following address:

Mailing:

Apprio Inc.  
c/o FBOP Medical Claims Adjudication Program  
3191 Maguire Blvd. Suite 100  
Orlando, FL 32803