

| | | | | | | | |
|--|--|------------------------------|-----------------|--|---|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER | | PAGE OF 1 108 | |
| 2. CONTRACT NO. | | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER DOL-OPS-16-R-00058 | | 6. SOLICITATION ISSUE DATE 08/29/2016 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME ROXANNE YORGASON | | | b. TELEPHONE NUMBER (No collect calls) 202-693-4570 | | 8. OFFER DUE DATE/LOCAL TIME 10/03/2016 1000 ES |
| 9. ISSUED BY US Department of Labor Office of Procurement Services 200 Constitution Ave, NW S-4307 Washington DC 20210-0001 | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621111 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$11.0 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| 15. DELIVER TO | | 16. ADMINISTERED BY | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | |
| 17a. CONTRACTOR/OFFEROR | | 18a. PAYMENT WILL BE MADE BY | | US Department of Labor Office of Procurement Services 200 Constitution Ave, NW S4307 Washington DC 20210-0001 | | | |
| TELEPHONE NO. | | | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | | |
| 19. ITEM NO. | | | | 20. SCHEDULE OF SUPPLIES/SERVICES | | | |
| 21. QUANTITY | | | | 22. UNIT | | | |
| 23. UNIT PRICE | | | | 24. AMOUNT | | | |
| The Department of Labor (DOL), Office of Worker's Compensation programs (OWCP), Division of Energy Employees Occupational Illness Compensation (DEEOIC) has a requirement to procure Contract Medical Consultants (CMC) to assist the DEEOIC by reviewing and evaluating the medical evidence of record and providing written medical opinions regarding various aspects of selected compensation cases in accordance with the Performance Work Statement (PWS) and estimated quantities identified in Section B. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" 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 checked="" 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | 31c. DATE SIGNED | |
| | | | | Kim Stepney | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>This requirement will result in the award of a single indefinite delivery indefinite quantity (IDIQ) contract. Anticipated period of performance: one (1) 12-month base period with four (4) 12-month option periods, to begin on December 16, 2016.</p> <p>Clarifying questions are due to the Contract Specialist via email as identified in the posting on www.FBO.gov.</p> <p>Quotes are due on the date identified on block 8 of this SF-1449 form.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p> | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| | | | | |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

| | | |
|---|-----------------------------------|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) |

SECTION B - SCHEDULE OF SUPPLIES/ SERVICES AND PRICES/COSTS

B.1 General

The contractor shall furnish Contract Medical Consultants (CMC) to assist the Division of Energy Employees Occupational Illness Compensation (DEEOIC) by reviewing and evaluating the medical evidence of record and providing written medical opinions regarding various aspects of selected compensation cases in accordance with the terms and conditions set forth in the solicitation document (including all amendments/modifications), and the resulting contract.

B.2 Contract Type

The Government anticipates a single award Indefinite Delivery/Indefinite Quantity contract with Firm Fixed Price task orders to be issued, as required by the PWS. The prices listed below in the B.5 Pricing and Estimated Quantities table indicate the sole manner of reimbursement under this solicitation. The price is inclusive of any and all labor, indirect costs, material, pick-up and delivery, ancillary costs, and applicable fees.

B.3 Period of Performance

This contract shall be in effect for a one (1) year base period and four (4) one-year option periods.

Base Period: 12/16/2016-12/15/2017
Option Year 1: 12/16/2017-12/15/2018
Option Year 2: 12/16/2018-12/15/2019
Option Year 3: 12/16/2019-12/15/2020
Option Year 4: 12/16/2020-12/15/2021

B.4 Minimum/Maximum Requirements

Note: Due to the fluctuating circumstances surrounding the need for these services and because each case is unique and does not always necessitate the Government to schedule services that are required by this PWS, the Government estimates the guaranteed minimum for the base and each option period shall not exceed one (1) each for FILE REVIEW, SECOP, IMPAIRMENT, REFEREE, WAGE LOSS, EXPEDITE, DIAGNOIS CLARIFICATION, PHARMACY UTILIZATION REVIEW, MEDICAL TRANSLATION SERVICES, INTERPRETER SERVICES AND SUPPLEMENTAL referrals.

B.5 Pricing and Estimated Quantities

Base Period: 12/16/2016-12/15/2017

| Item Number | Description of Supplies/Services | Minimum Quantity | Maximum Quantities | Unit | Unit Price | Total |
|-----------------------------------|---|-------------------------|---------------------------|-------------|-------------------|--------------|
| 0001 | Causation | 1 | 2500 | Each | \$ | \$ |
| 0002 | Impairment | 1 | 2000 | Each | \$ | \$ |
| 0003 | Diagnosis Clarification | 1 | 100 | Each | \$ | \$ |
| 0004 | Wage Loss | 1 | 50 | Each | \$ | \$ |
| 0005 | Supplemental | 1 | 250 | Each | \$ | \$ |
| 0006 | Appointment Cancellation | 1 | 15 | Each | \$ | \$ |
| 0007 | Second Opinion | 1 | 200 | Each | \$ | \$ |
| 0008 | Referee File Review | 1 | 25 | Each | \$ | \$ |
| 0009 | Referee Physical Examination | 1 | 10 | Each | \$ | \$ |
| 0010 | Referee Impairment File Review | 1 | 10 | Each | \$ | \$ |
| 0011 | Expedite/Terminal | 1 | 100 | Each | \$ | \$ |
| 0012 | Diagnostic Testing | 1 | 80 | Each | \$ | \$ |
| 0013 | Interpreter Services | 1 | 100 | Each | \$ | \$ |
| 0014 | Medical Records Translation Services | 1 | 100 | Each | \$ | \$ |
| 0015 | Pharmacy Utilization | 1 | 360 | Each | \$ | \$ |
| Total Not to Exceed Amount | | | | | \$ | |

Option Period One: 12/16/2017-12/15/2018

| Item Number | Description of Supplies/Services | Minimum Quantity | Maximum Quantities | Unit | Unit Price | Total |
|-----------------------------------|---|-------------------------|---------------------------|-------------|-------------------|--------------|
| 1001 | Causation | 1 | 2500 | Each | \$ | \$ |
| 1002 | Impairment | 1 | 2000 | Each | \$ | \$ |
| 1003 | Diagnosis Clarification | 1 | 100 | Each | \$ | \$ |
| 1004 | Wage Loss | 1 | 50 | Each | \$ | \$ |
| 1005 | Supplemental | 1 | 250 | Each | \$ | \$ |
| 1006 | Appointment Cancellation | 1 | 15 | Each | \$ | \$ |
| 1007 | Second Opinion | 1 | 200 | Each | \$ | \$ |
| 1008 | Referee File Review | 1 | 25 | Each | \$ | \$ |
| 1009 | Referee Physical Examination | 1 | 10 | Each | \$ | \$ |
| 1010 | Referee Impairment File Review | 1 | 10 | Each | \$ | \$ |
| 1011 | Expedite/Terminal | 1 | 100 | Each | \$ | \$ |
| 1012 | Diagnostic Testing | 1 | 80 | Each | \$ | \$ |
| 1013 | Interpreter Service | 1 | 100 | Each | | |
| 1014 | Medical Records Translation Services | 1 | 100 | Each | | |
| 1015 | Pharmacy Utilization | 1 | 360 | Each | \$ | \$ |
| Total Not to Exceed Amount | | | | | \$ | |

Option Period Two: 12/16/2018-12/15/2019

| Item Number | Description of Supplies/Services | Minimum Quantity | Maximum Quantities | Unit | Unit Price | Total |
|-----------------------------------|---|-------------------------|---------------------------|-------------|-------------------|--------------|
| 2001 | Causation | 1 | 2500 | Each | \$ | \$ |
| 2002 | Impairment | 1 | 2000 | Each | \$ | \$ |
| 2003 | Diagnosis Clarification | 1 | 100 | Each | \$ | \$ |
| 2004 | Wage Loss | 1 | 50 | Each | \$ | \$ |
| 2005 | Supplemental | 1 | 250 | Each | \$ | \$ |
| 2006 | Appointment Cancellation | 1 | 15 | Each | \$ | \$ |
| 2007 | Second Opinion | 1 | 200 | Each | \$ | \$ |
| 2008 | Referee File Review | 1 | 25 | Each | \$ | \$ |
| 2009 | Referee Physical Examination | 1 | 10 | Each | \$ | \$ |
| 2010 | Referee Impairment File Review | 1 | 10 | Each | \$ | \$ |
| 2011 | Expedite/Terminal | 1 | 100 | Each | \$ | \$ |
| 2012 | Diagnostic Testing | 1 | 80 | Each | \$ | \$ |
| 2013 | Interpreter Service | 1 | 100 | Each | \$ | \$ |
| 2014 | Medical Records Translation Services | 1 | 100 | Each | \$ | \$ |
| 2015 | Pharmacy Utilization | 1 | 360 | Each | \$ | \$ |
| Total Not to Exceed Amount | | | | | \$ | |

Option Period Three: 12/16/2019-12/15/2020

| Item Number | Description of Supplies/Services | Minimum Quantity | Maximum Quantities | Unit | Unit Price | Total |
|-----------------------------------|---|-------------------------|---------------------------|-------------|-------------------|--------------|
| 3001 | Causation | 1 | 2500 | Each | \$ | \$ |
| 3002 | Impairment | 1 | 2000 | Each | \$ | \$ |
| 3003 | Diagnosis Clarification | 1 | 100 | Each | \$ | \$ |
| 3004 | Wage Loss | 1 | 50 | Each | \$ | \$ |
| 3005 | Supplemental | 1 | 250 | Each | \$ | \$ |
| 3006 | Appointment Cancellation | 1 | 15 | Each | \$ | \$ |
| 3007 | Second Opinion | 1 | 200 | Each | \$ | \$ |
| 3008 | Referee File Review | 1 | 25 | Each | \$ | \$ |
| 3009 | Referee Physical Examination | 1 | 10 | Each | \$ | \$ |
| 3010 | Referee Impairment File Review | 1 | 10 | Each | \$ | \$ |
| 3011 | Expedite/Terminal | 1 | 100 | Each | \$ | \$ |
| 3012 | Diagnostic Testing | 1 | 80 | Each | \$ | \$ |
| 3013 | Interpreter Service | 1 | 100 | Each | \$ | \$ |
| 3014 | Medical Records Translation Services | 1 | 100 | Each | \$ | \$ |
| 3015 | Pharmacy Utilization | 1 | 360 | Each | \$ | \$ |
| Total Not to Exceed Amount | | | | | \$ | |

Option Period Four: 12/16/2020-12/15/2021

| Item Number | Description of Supplies/Services | Minimum Quantity | Maximum Quantities | Unit | Unit Price | Total |
|-----------------------------------|---|-------------------------|---------------------------|-------------|-------------------|--------------|
| 4001 | Causation | 1 | 2500 | Each | \$ | \$ |
| 4002 | Impairment | 1 | 2000 | Each | \$ | \$ |
| 4003 | Diagnosis Clarification | 1 | 100 | Each | \$ | \$ |
| 4004 | Wage Loss | 1 | 50 | Each | \$ | \$ |
| 4005 | Supplemental | 1 | 250 | Each | \$ | \$ |
| 4006 | Appointment Cancellation | 1 | 15 | Each | \$ | \$ |
| 4007 | Second Opinion | 1 | 200 | Each | \$ | \$ |
| 4008 | Referee File Review | 1 | 25 | Each | \$ | \$ |
| 4009 | Referee Physical Examination | 1 | 10 | Each | \$ | \$ |
| 4010 | Referee Impairment File Review | 1 | 10 | Each | \$ | \$ |
| 4011 | Expedite/Terminal | 1 | 100 | Each | \$ | \$ |
| 4012 | Diagnostic Testing | 1 | 80 | Each | \$ | \$ |
| 4015 | Pharmacy Utilization | 1 | 360 | Each | \$ | \$ |
| 4013 | Interpreter Service | 1 | 100 | Each | \$ | \$ |
| 4014 | Medical Records Translation Services | 1 | 100 | Each | \$ | \$ |
| 4015 | Pharmacy Utilization | 1 | 360 | Each | \$ | \$ |
| Total Not to Exceed Amount | | | | | \$ | |

SECTION C – PERFORMANCE WORK STATEMENT

Contract Medical Consultants

Department of Labor Office of Workers Compensation Programs Division of Energy Employees Occupational Illness Compensation

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

The Energy Employees Occupational Illness Compensation Program (EEOICP) provides worker's compensation benefits authorized by the Energy Employees Occupational Illness Compensation Program Act (EEOICPA or the Act). Part B of the program went into effect on July 31, 2001 and Part E of the program went into effect on October 28, 2004. The Department of Labor's Office of Workers' Compensation Programs (OWCP) is responsible for adjudicating and administering claims filed by employees, former employees or certain qualified survivors under the Act.

1.2 BACKGROUND

The EEOICP is a specialized program within the U.S. Department of Labor with specific regulations and causation criteria. The program owes its creation to the situation that arose in the 1940s when nuclear weapons were being developed.

1.2.1 PART B

The purpose of Part B is to provide lump sum payment and medical benefits as compensation to covered employees suffering from occupational illness incurred as a result of their exposure to radiation, beryllium, or silica while in the performance of duty for the DOE and certain of its vendors, contractors, and subcontractors.

The legislation also provides for the payment of compensation to certain survivors of these covered employees, as well as for payment of a smaller lump sum to individuals or their survivors who were determined to be eligible for compensation under Section 5 of the Radiation Exposure Compensation Act (RECA).

1. Part B covers the following population:
 - a. Employees of the Department of Energy (DOE), its contractors or subcontractors, and atomic weapons employees with radiation-induced cancers.
 - b. Employees of DOE, its contractors and subcontractors, and designated beryllium vendors who worked at covered facilities where they were exposed to or may have

been exposed to beryllium produced or processed for the DOE who developed chronic beryllium disease (Employees exposed to beryllium who developed beryllium sensitivity received medical monitoring) under statutory diagnostic criteria.

- c. Employees of the DOE, its contractors and subcontractors who worked at least 250 days during the mining of tunnels at underground nuclear weapons test sites in Nevada or Alaska and who developed chronic silicosis under statutory diagnostic criteria.
- d. Uranium workers (or their survivors) previously awarded benefits by the Department of Justice under Section 5 RECA.

2. To determine whether the employee's cancer is "at least as likely as not" related to exposure to radiation at DOE sites, the program uses a set probability of causation (POC) tables developed by and maintained by the National Institute for Occupational Safety and Health (NIOSH). A compensable POC is one of a 50% or greater probability that occupational radiation was the likely cause of the diagnosed cancer.

3. The Act also created and provides procedures for the designation of Special Exposure Cohort (SEC) for employees of certain DOE facilities (or its contractors and subcontractors) and certain atomic weapons employees who worked at specified facilities. Employees found to be a member of a SEC receive a presumption that certain diagnosed cancers are work-related. Petitions for possible SEC designation are reviewed by NIOSH and submitted to the Advisory Board on Radiation and Worker Health. Upon receiving a recommendation from the Board, the Secretary of Health and Human Services can designate the addition of a class of employees to the SEC if it is not feasible to estimate, with sufficient accuracy, the radiation dose that the class received. After meeting the employment criteria, an employee (or survivor) may be eligible under a SEC class only if the employee suffered from one or more of the following cancers:

1. **SEC Cancers**

- a. Bone cancer (including myelodysplasias and polycythemia vera)
- b. Renal cancer
- c. Leukemia (other than chronic lymphocytic leukemia) with a latency of at least 2 years
- d. Lung cancer (other than in situ discovered after an autopsy)
- e. *Multiple myeloma
- f. *Lymphomas (other than Hodgkin's disease)
- g. *Primary cancer of:
 - (1) *Thyroid
 - (2) *Breast (male or female)
 - (3) *Esophagus
 - (4) *Stomach
 - (5) *Pharynx
 - (6) *Small intestine
 - (7) *Pancreas
 - (8) *Bile ducts
 - (9) *Gallbladder
 - (10) *Salivary glands
 - (11) *Urinary bladder

- (12) *Brain
- (13) *Colon
- (14) *Ovary
- (15) *Liver (except if cirrhosis or hepatitis B is indicated)

***Provided onset was at least 5 years after first exposure.**

4. Uranium workers and survivors, who have received a lump sum award under Section 5 of the RECA, are entitled to file a claim for benefits under Part B. RECA employees are also eligible for medical benefits in relation to their accepted covered condition.

1.2.2 PART E

1. Part E was created when Congress abolished Part D of the EEOICPA with an amendment signed into law by the President on October 28, 2004. Part E provides compensation in the form of medical benefits, wage loss, and impairment benefits to DOE contractors and subcontractors and certain Section 5 RECA workers. Covered survivors of deceased workers are also eligible to receive compensation if the covered illness aggravated, contributed to, or caused the employee's death. An additional survivor benefit is payable if the employee sustained wage loss prior to death. Living employees must establish that it is "at least as likely as not" that exposure to a toxic substance at a covered facility was a significant factor in causing, contributing to, or aggravating an illness.

2. An accepted Part E claimant may receive compensation for wage loss based on the number of years, as determined in relation to the Social Security retirement age, that an employee experienced a loss in wages due to his or her covered illness. Impairment benefits, based upon the amount of whole-person impairment of the employee due to an accepted covered illness, are paid to employees. Covered employees will receive an award for each percentage of whole-person impairment attributable to the accepted covered illness.

3. Any DOE contractor claimant whose claim had been accepted under Part B (including by way of the SEC) is eligible for Part E benefits for the same covered condition. Atomic weapons employees, beryllium vendor employees and Federal employees are not eligible for Part E benefits.

1.2.3 CONTRACT MEDICAL CONSULTANT

Contract Medical Consultants (CMC) assist the Division of Energy Employees Occupational Illness Compensation (DEEOIC) by reviewing and evaluating the medical evidence of record and providing written medical opinions regarding various aspects of selected compensation cases. CMCs do not review every case, rather claims examiners (CEs) seek medical input from CMCs in selected cases. Such input may include:

1. Causality issues involving the work-relatedness of a give disease, whether exposure to particular toxic substances at work caused, contributed to, or aggravated the disease; the role of the covered illness in the death of the claimant; the appearance of secondary or consequential diseases or injuries, etc.
2. The explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis and the clarification of other physicians' reports.
3. Determining the level of impairment in a given case in accordance with the American Medical Association's *Guides to the Evaluation of Permanent Impairment*.

4. Assessing an individual's ability to work during a given time period, as it relates to the covered condition.

The medical opinion should be provided by a qualified physician with expertise in treating, diagnosing or researching the illness claimed to be caused or aggravated by the alleged exposure. The CMCs' written medical opinion is used by CEs to reach adjudication decisions regarding causality, impairment or wage loss in compensation cases. DEEOIC expects these medical opinions to be solidly based on the facts as accepted by the CE and expressed in the Statement of Accepted Facts (SOAF) and on state-of-the-art medical knowledge. Above all, these opinions should be as objective as possible. There will be instances where the CMC will have to make a determination based upon historically incomplete, vague, or contradictory evidence. In these instances, the CMC will have to accept the facts as provided by the CE and formulate a medical opinion based upon the totality of the available medical evidence. However, there is a mechanism for CMCs to ask the CE follow-up questions before they issue their report.

Participating CMCs must be identified by name and business address and have the following types of professional qualifications:

5. Physicians:
 - a. Possess a M.D. degree or a D.O. degree;
 - b. Hold an unrestricted license to practice medicine in the state in which they will perform examinations or otherwise practice under this contract;
 - c. Board Certified in their respective specialties by one of the medical specialty Boards recognized by the American Board of Medical Specialties or by the American Osteopathic Association;
 - d. Engaged in an active medical practice – a minimum of 240 hours of direct patient care over the previous twelve months;
 - e. Possess computer skills;
 - f. Shall at all times be a “qualified physician” under the Energy Employees Occupational Illness Compensation Program Act, and as defined in 20 CFR § 30.5(ee);
6. Physicians Performing Impairment Evaluations:
 - a. In addition to the qualifications set forth in subsection 1.2.3.5 above, CMCs who perform impairment evaluations must possess certification by American Board of Independent Medical Examiners (ABIME) or American Academy of Disability Evaluating Physicians (AADEP) in the field of impairment evaluation that establish the physician as a qualified expert.
 - b. Physicians who conduct impairment evaluations shall have training and experience in the use of the American Medical Association *Guides to the Evaluation of Permanent Impairment*. Currently, DEEOIC requires the use of the 5th Edition of the *Guides*, but may require use of a newer edition during the life of this contract. The Contractor shall meet a request for use of a newer edition with all necessary materials and training of its staff and subcontractors as may be required.

Physicians Performing Second Medical Opinions:

7. The physicians selected to evaluate a patient by directed medical examination is responsible for conducting a thorough physical examination of the patient, including review of any relevant medical records, diagnostic test results or other factual information. From this examination, the physician is to produce a comprehensive written medical report that describes the results of his or her physical examination and unequivocally responds to any questions posed by the DEEOIC CE. Any offered opinion should be derived from an objective evaluation of the totality of all available evidence, and be rooted in sound, reasonable medical judgment. Physicians who previously evaluated or provided medical care to a claimant cannot perform a second opinion examination (SECOP).

For SECOPs, the clinical specialties for which DEEOIC has the most need are internal medicine, orthopedic surgery, oncology, physical medicine and rehabilitation, pulmonary medicine, and family medicine. Medical specialists must be available in sufficient number and so geographically distributed as to cover the needs of claimants serviced by the four District Offices. No examination shall require a claimant to travel more than two hundred (200) miles from the claimant's residence without express permission of the District Director or designee.

8. Most Needed Specialties and Expected Availability:

- a. While DEEOIC may require the services of CMCs certified by any of the medical specialty Boards recognized by the American Board of Medical Specialties, or by the American Osteopathic Association, most requirements will be concentrated in a few medical specialties. In addition to Occupational Medicine specialists, the program primarily utilizes physicians with expertise in pulmonary diseases, oncology, hematology, neurology, dermatology, pathology, urology, gynecology, Pharm D, medical toxicology, family medicine, internal medicine, and internal medicine subspecialties.

9. The CMC selected for pharmacy utilization review is responsible for conducting a comprehensive review of the claimant's medication, health history, before, during and after dispensing of medication. Pharmacy utilization review must include screening for potential drug therapy problems due to:

Therapeutic duplication

Drug disease contraindications

Drug interactions

Incorrect dosage or duration of drug treatment

Drug allergy interaction

Clinical abuse/misuse

Pharmacy utilization referrals must be referred to a CMC who has credentials of Pharm D.

1.2.4. FEDERAL CLAIMS EXAMINER

The CE maintains responsibility for the case and uses the services of the CMC for direction and clarification. The CE determines when a CMC referral is required. The CE identifies the appropriate specialty on the Contact Medical Consultant Form. When referring a case to a CMC, the CE must provide the following to the Medical Scheduler (MS) as a complete package:

1. Medical Consultant Referral Form for Case File Review (Example, Exhibit A-1);
2. SOAF format (Example, Exhibit B);
4. List of Questions for the CMC to address (Example, Exhibit C).

1.2.5 FEDERAL MEDICAL SCHEDULER

Each District Director designates a MS who processes, tracks CMC referrals, and ensures prompt payment of the bills. In addition, the MS notifies the Contracting Officer Technical Representative (COR) of any problems dealing with the CMC.

1.2.6. DELIVERY OF CLAIM FILE MATERIAL, SOAF, AND CLAIMS EXAMINER'S QUESTIONS

Before requesting a medical opinion, the responsible CE shall prepare a SOAF and a list of pertinent questions for the Contractor's CMC physician which are specific to the issue at hand. These materials, along with copies of all appropriate medical reports from the case file and any DEEOIC reporting forms which are appropriate to the medical issue and the information sought, will be prepared for delivery to the Contractor.

1.2.7 CMC HANDLING OF CASE MATERIAL

The CMC medical opinion shall constitute a complete review of the case file. As part of the case file review the CMC shall do the following:

1. For causation medical opinions, impairment evaluations, diagnosis clarification, pharmacy utilization review, expedite /terminal, SECOP, and Referee:
 - a. review the SOAF and list of questions to be addressed in the report;
 - b. review all medical reports including radiology, pathology and other diagnostic reports made available from the case file;
 - c. review any factual documents including photographic evidence;
 - d. answer all questions submitted by the CE. An unequivocal response is to be provided to each question along with sufficient written discussion to clearly describe the evidentiary basis for the response provided. If the answer is neither yes nor no, a clear statement must be included explaining why a definitive answer could not be provided along with a statement of the evidentiary basis for that conclusion.
2. For SECOP and Referee Medical Opinions:

- a. take claimant's complete medical history, including a history of the injury or disease related to the claim;
- b. review claimant's subjective complaints;
- c. perform a complete examination of the claimant, as appropriate to the physician's medical specialty and professional license
- d. perform, or arrange to have performed, any further necessary diagnostic procedures or tests specifically required to complete the examination and render a meaningful second opinion report. DEEOIC authorizes any non-invasive diagnostic procedure that is substantively related to the condition or issue which gave rise to the second opinion referral or referee referral, and which the examining physician feels necessary to render a reasoned opinion and full report. No invasive procedure shall be performed without the prior approval of both the individual to be examined and of DEEOIC. All necessary non-invasive tests shall be conducted unless declined by the individual examined; or unless a test is not medically advisable. Upon notification from the examining physician that such a diagnostic procedure is needed, the Contractor shall schedule the procedure(s) according to the delivery schedule set forth in this solicitation.

NOTE: Physical examinations shall be performed by physicians who are licensed to do so.

1.3 OBJECTIVE

The objective of this requirement is to (1) Develop a tool for recruitment and oversight of CMCs providing case review; (2) Utilized CMCs with the appropriate medical specialty for case review; (3) Ensure the participating CMCs meet the professional qualifications; (4) Coordinate CMC review of case files for the purpose of obtaining medical opinion on causation, impairment, and other relevant medical matters; and (5) Procure medical second opinions, referee opinions, pharmacy utilization review, interpreter and medical records translation services for affected claimants identified by the District Offices.

1.4 SCOPE OF WORK

1. Claimants Covered and Work to be Performed. The affected claimants reside anywhere in the United States. Cases are managed by the District Offices in Colorado, Ohio, Florida, and Washington. The District Office staff will provide to the Contractor all necessary information pertaining to covered claimants.
2. Causation. Opinions on causation shall be provided for approximately 2,500 DEEOIC claimants per annum, which will be under CLIN 0001 when billing.
 - a. When a Causation Review requires referee file review (approximately 25 per year), the referee file review should be applied under CLIN 0008 when billing.
 - b. When a Causation Review requires expedited handling within a 24-hour turnaround (approximately 40 per year), the causation file review should be applied under CLIN 0001 and CLIN 0011 when billing.
3. Impairment. Impairment evaluations shall be provided for approximately 2,000 DEEOIC claimants per annum, which will be under CLIN 0002 when billing.

- a. When an Impairment Evaluation requires referee file review (approximately 10 per year), the referee file review should be applied under CLIN 0010 when billing.
 - b. When an Impairment Evaluation requires expedited handling within a 24-turnaround (approximately 35 per year), the impairment evaluation should be applied to CLIN 0002 and CLIN 0011 when billing.
4. Diagnosis Treatment. Approximately 100 file reviews providing an explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis, and the clarification of other physicians' reports shall be provided per annum, which will be under CLIN 0003 when billing .
- a. When a Diagnosis Treatment requires expedited handling within a 24-turnaround (approximately 5 per year) the diagnosis treatment evaluation should be applied to CLIN 0003 and CLIN 0011 when billing.
5. Wage Loss. Approximately 50 opinions assessing an individual's ability to work during a given time period as it relates to a covered condition shall be provided per annum, which will be under CLIN 0004 when billing.
- a. When a Wage Loss referral requires expedited handling within a 24-turnaround (approximately 5 per year), the wage loss referral should be applied to CLIN 0004 and CLIN 0011 when billing.
6. Supplemental. Supplemental Reports shall be provided for approximately 250 per annum, which will be under CLIN 0005 when billing.
- a. When a Supplemental referral requires expedited handling within a 24 hour turnaround (approximately 10 per year), the supplemental referral should be applied CLIN 0005 and CLIN 0011 when billing.
7. Cancellation. Appointment cancellation shall be provided for approximately 15 per annum, which will be under CLIN 0006 when billing.
8. Second Opinion. Medical second opinion services shall be provided for approximately 200 DEEOIC claimants per annum, which will be under CLIN 0007 when billing.
- a. When a SECOP evaluation requires a Referee Physical Examination Referral, it should be applied under CLIN 0009 when billing. It is estimated that approximately 10 will require a referee physical examination referral.
9. Referee Medical Opinion. For examples, see 2. a., 3.a., and 8.a.
10. Diagnostic Testing. Diagnostic testing services shall be provided for approximately 80 DEEOIC claimants per annum for Second Opinion examination and Referee examination, which will be under CLIN 0012 when billing. All diagnostic testing will be paid based on the OWCP fee schedule. Refer Section 2.2 (**PAYMENT FOR DIAGNOSTIC LABORATORY TESTS AND DIAGNOSTIC PROCEDURE FOR IMPAIRMENT EVALUATIONS, SECOND MEDICAL OPINION EXAMINATIONS, AND REFEREE MEDICAL EXAMINATIONS**).

11. Interpreter Services: Interpreter services shall be provided for approximately 100 DEEOIC claimants per annum, which will be under CLIN 0013 when billing.

12. Medical Records Translation Services: Medical Records Translation services shall be provided for approximately 100 DEEOIC claimants per annum, which will be under CLIN 0014 when billing.

13. Pharmacy Utilization Review. Pharmacy Utilization review services shall be provided for approximately 360 DEEOIC claimants per annum, which will be under CLIN 0015 when billing.

For the expedited/terminal cases, the processing time shall be no more than 24 hours from receipt of referral for requests received Monday through Thursday, and the Government will pay an increase above the current service price.

For the expedited/terminal cases received by the Contractor on a Friday, on or before 10:00 am PST, the Contractor shall process the referrals and return to the issuing District Office the same day within 2 hours of receipt of the referrals; and the Government will pay an increase above the current service price.

For the expedited/terminal cases received by the Contractor on a Friday, after 10:00 am PST, the process time shall be 24 hours from receipt of the referral and return to the issuing District Office no greater than the same time on the next business day; and the Government will pay an increase above the current service price.

For all expedited/terminal cases, the physician report shall be faxed to the issuing District Office, in addition to returning the report through the Client Portal. The 10:00 am PST cut-off time on Friday will be checked against the District Office's submission of the request through the Client Portal. Submission will not be based upon when the request was retrieved by the Contractor, but when the request was submitted by the District Office and received in the Client Portal at the Contractor's office.

DEEOIC will notify the Contractor, via e-mail, phone and fax for expedited requests that have been entered through the Client Portal.

1.5. SCHEDULING MEDICAL OPINIONS, IMPAIRMENT EVALUATIONS, SECOPS, OR REFEREE MEDICAL OPINIONS

Upon telephone, written notice or website notification from the District Office of the need for a medical opinion, impairment evaluation, SECOP, or Referee Opinion by a medical specialist, the Contractor shall do the following:

1. review the District Office SOAF and the list of questions to be addressed by the CMC and determine if the referral is for causation, impairment, SECOP, or Referee Medical Opinion.
2. for CMC Medical Opinion and Impairment Evaluation case file review:
 - a. Match the CE request for the necessary medical expertise with the appropriate CMC. There are several different types of questions that arise that require an opinion from a CMC with specific medical expertise. Some cases may require input from more than one CMC. The CE considers the following when requesting a CMC opinion:
 - (1) For questions regarding causation or wage-loss – these questions are usually handled by occupational medicine specialists. Occupational medicine specialists can also evaluate the diagnosis and treatment of common, classic occupational lung conditions; i.e.,

asbestosis, silicosis, chronic beryllium disease, pneumoconiosis, chronic obstructive pulmonary disease, and asthma, among others.

- (2) For questions regarding diagnosis or treatment – these questions are usually best handled by a medical specialist for the condition or procedure being considered (see example list below).

Internal Medicine and subspecialties, Family Practice,
Emergency Medicine, Pulmonary, Hematology, Oncology,
Geriatric Medicine, Neurology, Dermatology, Surgery,
Rehabilitation Medicine, Obstetrics-Gynecology, Pathology,
Toxicology, Pain Medicine

- (3) For questions regarding impairment – these evaluations are best performed by those CMCs with specific impairment experience for the particular organ system. Cases that require impairment ratings in more than one organ system should be completed by a CMC who has “whole body” expertise. Cases that require impairment expertise regarding specific organ systems should be completed by a CMC who has expertise in the specific organ system; e.g., Whole Body (All organ systems), Musculoskeletal, Pulmonary, Neurology, Cardiovascular, Skin, Ears, Nose, Throat, Eye, Psychiatric.
- (4) For questions regarding pharmacy utilization– these evaluations are best performed by those CMCs with doctorate degree in pharmacy.
- (5) Cases that require evaluation of the diagnosis and an impairment – evaluation for the same condition might require one specialist to render an opinion on the first question and an impairment specialist for that organ system to perform the impairment evaluation.

- b. within two (2) days from the first notice, select and confirm a CMC with the appropriate medical specialty as identified on the Contract Medical Consultant Form.
- c. within two (2) days from the first notice, notify the District Office in writing of the CMC’s name, address, telephone number, and e-mail address. The District Office designee will place this information in the case file for tracking purposes. The District Office will either mail a copy of the CMC referral package or upload a copy of the referral package, via a secured portal, to the Contractor.
3. for Second Medical Opinions:
- a. make an appointment for the claimant in question with a physician in the appropriate field of medical specialty and forward notice of the appointment to the claimant, the claimant’s appointed representative and to the DEEOIC CE, using a format specified by DEEOIC. The site of the examination must be within the appropriate commuting distance as defined in subsection 1.2.3.7 above. Exceptions to this travel restriction may be granted only with the express permission of the District Director or designee. The date of the examination must allow the claimant to receive at least fourteen (14) days advance of notice of the appointment date.
- b. within five (5) days from the first notice, notify DEEOIC, in writing, of the specialist’s name, address and phone number, and the date and time of the scheduled appointment.

- c. reschedule an appointment only once to suit the convenience of an examining physician. The date of the rescheduled examination shall be not more than fourteen (14) days from the first notice form DEEOIC. In the event of a rescheduling to suite the convenience of an examining physician, the completed report shall be delivered to DEEOIC within twenty-eight (28) days from the first notice from DEEOIC. If additional requests for rescheduling the appointment are received from the examining physician/specialist, the Contractor shall schedule an appointment for examination with another physician/specialist.
 - d. Notify DEEOIC within for (4) days of a claimant's request for rescheduling. If a request for rescheduling is received from the claimant, the Contractor or examining physician may not reschedule the appointment without DEEOIC permission. Rather, the Contractor must notify DEEOIC so the responsible CE may decide the issue.
 - e. Contact the examining physician/specialist within four (4) days after the scheduled appointment date to determine whether the claimant reported and cooperated with the exam. If the claimant did not report or did not cooperate, the Contractor shall so notify DEEOIC within seven (7) days of the scheduled appointment date.
4. when assigning cases to a CMC, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has twenty-one (21) days from the date of receipt of the referral package to return a completed report to the responsible District Office. The CMC report is accepted by the District Office when the Contractor receives payment for the report. At that point, the case materials should be destroyed by the use of a shredder or burning, if shredding is not an option. It is expected that this period will not be longer than thirty (30) days.
- a. If the District Office determines that the report submitted by the Contractor is not properly responsive to the questions posed, is incomplete or incorrect, the District Director will return the report to the Contractor and request the Contractor provide an additional report to correct the situation. The CMC shall provide the additional report within fourteen (14) days of receipt of the request without additional charge. The District Office will notify the Contractor, in writing, of the request for the additional report.
5. not assign one CMC to conduct more than 33% of the medical opinions, impairment evaluations, SECOPs, or Referee Medical Opinions per annum.
6. not set a minimum number of cases to be referred to an individual CMC; no minimum number of cases is guaranteed to each CMC.
7. contact either the Medical Scheduler or the CE with any questions regarding the case.
8. contact the District Office within seven (7) days of receipt of the referral package, if the Contractor's CMC identifies exposure issues that require further development before a medical opinion can be rendered. The CE will determine whether to pursue further exposure data or whether an industrial hygiene (IH) referral is warranted. After development, the District Office will submit the IH report or additional exposure information to the Contractor for referral to the same CMC. The Contractor's CMC will then have twenty-one (21) days from the date of receipt of the IH report or additional exposure information to return a completed report to the District Office.

1.6 CONTRACT MEDICAL CONSULTANT REPORTS

Case File Review Reports. The CMC report must be typed and contain the physician's name and signature. The CMC's professional address, telephone number, and state medical license number should be on file with the Contractor and District Offices. The medical report should be clear and convincing to medical and non-medical personnel. It should follow a logical progression from premise to evidence and conclusions, leaving the reader clear on what was said and convinced of the conclusions. It should be thorough and well-rationalized. In addition, each CMC report must include a certification statement as determined by DEEOIC regarding potential conflicts of interest. In writing a report, the CMC should use the following outline:

1. Case Identification. The CMC should identify the case using the claimant's full name and last four digits of the case number of the employee. In addition, the conditions or diagnoses accepted by the program (if any) should be mentioned. This information is found in the SOAF.
2. Clinical History or Summary. The CE should include a brief clinical summary of the case based on the medical evidence on file and in the SOAF.
3. Response to the CE's Questions. The CMC should write the opinion clearly, explaining complex medical terminology, using only standard abbreviations and defining any abbreviations used. When the CE asks more than two (2) questions, the questions should be numbered and the CMC should number and answer each question separately.
4. Conclusions. The responses to the CE's questions involve medical conclusions. Such conclusions should be developed from the available medical data in a logical, step-by-step manner and written in a fashion that allows a non-medical staff person to follow the CMC's reasoning. Each case should be evaluated on its unique set of facts. Using findings, conclusions or other rationale from similar case situations should not be the basis for forming a position on the case under review. Conclusions should be as definite as possible, given the available information. The physician should avoid such terms as "perhaps", "rule out", etc. If the medical evidence is insufficient to reach a more definitive conclusion, the CMC should ask the CE to request additional medical information from the claimant or the treating physician. The CMC should ask the CE for specific reports or information.
5. The Use of References. The CMC should cite published studies to make a point or support a conclusion. When doing so, the CMC should be aware that saying "according to current medical literature..." is not sufficient alone. The CMC should also include some specific references in the body of the report or in a separate list of references. The CMC should reference all documents used in decision-making, either in the text of the report or in a separate list.

1.7 SECOND OPINION REPORTS

The physician/specialist's second opinion report shall be complete, responsive to all questions posed by the CE, and submitted in the form and format specified by DEEOIC. All claimed conditions identified in the SOAF must be examined. All questions submitted by the DEEOIC CE must be answered. If the answer is neither yes nor no, a clear statement must be included explaining why a definitive answer could not be provided along with a statement of evidentiary basis for that conclusion. For each conclusion specified in the examination request, a diagnosis must be provided or a statement included that the claimed condition was not found. If a diagnosis can neither be established nor ruled out, the facts must be documented with a clear statement of why a diagnosis could not be established. A statement that a diagnosis could not be established because additional tests are required will not be an acceptable reason for returning an examination without establishing a diagnosis or providing a statement that the claimed

condition was not found, unless the required tests are invasive, are not medically advisable, or are declined by the individual being examined. If a diagnosis is established which differs from the existing diagnosis for the same condition as contained in the SOAF, the two diagnoses must be reconciled with a statement documenting the basis for change of diagnosis, and whether the new diagnosis represents a progression of an earlier diagnosis, correction of a prior incorrect diagnosis, or a new independent entity.

The Contractor shall:

1. arrange to have all second opinion reports submitted on the letterhead of the examining physician, in a narrative form, in a legible typeface, and with the claimant's case number (last four digits) at the top of each page.
2. ensure that all second opinion reports include, as appropriate:
 - a. a brief synopsis of the clinical history of the case, including a history of treatment to date, as well as an identification of any underlying or preexisting condition(s);
 - b. a description of physical or psychiatric findings, as the case requires;
 - c. a statement of results and their interpretation for laboratory tests (including blood tests, urinalysis, tissue samples, etc.), and other diagnostic procedures (including x-ray, computerized tomography [CT], magnetic resonance imaging [MRI], electromyogram [EMG], electrocardiogram [EKG], audiogram, treadmill stress test, and similar techniques of visualizing or recording physiological conditions) deemed necessary to complete the second opinion examination;
 - (1) Laboratory tests and diagnostic procedures must be performed by or under the supervision of a person licensed to perform them in the state or local jurisdiction where they are performed. Reports of such tests and procedures must be included with the second opinion report and must contain the patient's full name, DEEOIC whole claim number, date of the test, the objective data obtained, and the signature of the person responsible for performance of the test or procedure.
 - (2) A report on results of any test requiring cooperation by the patient, such as visual, hearing and pulmonary function tests, should include a comment from the person administering the test on the extent of patient cooperation, to estimate the validity of the results.
 - d. a diagnosis related to these physical findings and diagnostic procedures (from b. and c. above);
 - e. a prognosis, a recommended course of treatment to be followed, and a clinical estimate of the date of recovery, if expected.
3. ensure that all reports fully answer all specific questions the CE posed; ensure that each answer contains a supporting explanation or rationale based on the actual clinical findings in the case and current medical concepts; ensure that medical opinions expressed are restricted to the physician's area of medical specialty; and ensure that medical opinions are expressed unambiguously and as definitely as the findings in the case allow;

4. if the request from the CE also requires an impairment evaluation, ensure that reports are written in accordance with the 5th Edition of the American Medical Association *Guides to the Evaluation of Permanent Impairment* and current DEEOIC program policies. The report should include a “date of maximum medical improvement” and supporting rationale for the chosen date. The Contractor shall assure that reports of physical impairment levels contain the actual measurements, expressed in degrees, obtained during the examination or through clinical or laboratory tests, the resulting level of impairment, and an explanation as to how the level of impairment was calculated.

1.8 HANDLING CASES OF REFEREE MEDICAL OPINION REFERRALS

1.8.1 BACKGROUND

The Office of Workers’ Compensation Programs (OWCP), Division of Energy Employees Occupational Illness Compensation (DEEOIC) is responsible for adjudicating claims associated with Part B and Part E of the Act. According to 20 CFR § 30.411(b) under the EEOICPA Regulations, if a conflict exists between the medical opinion of the employee’s physician and the medical opinion of either a second opinion physician or an OWCP medical adviser or consultant, or a qualified physician submitting an impairment evaluation, the OWCP shall appoint a third physician qualified in the appropriate specialty who conforms to the standards regarding conflicts of interest adopted by OWCP to make an examination or an impairment evaluation. This is called a referee examination.

1.8.2 SERVICES

A Referee Medical Examiner is a CMC who will review and evaluate relevant medical evidence to resolve a conflict in medical opinion. Referee Medical Examiners (RME) assist the DEEOIC by reviewing and evaluating the medical evidence of record and providing written medical opinions that serve to resolve conflicts in medical opinion. To obtain the RME written opinion, the DEEOIC may choose to have a RME conduct a physical examination of a claimant, or limit the evaluation to available medical or other records from a case file.

1. Under the DEEOIC claims adjudication process, conflicts of medical opinion may arise for a variety of reasons including:
 - a. causality issues involving the work-relatedness of a given disease; e.g., whether exposure to particular toxic substances at work caused, contributed to, or aggravated the disease; the role of the covered illness in the death of a claimant, or the appearance of secondary or consequential diseases or injuries, etc.
 - b. the explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis and the clarification of other physicians’ reports.
 - c. determining the level of impairment in a given case in accordance with the American Medical Association’s 5th Edition *Guides to the Evaluation of Permanent Impairment*.
 - d. Assessing the effects of a covered illness or an individual’s ability to earn wages.
2. Most Needed Specialties and Expected Availability:
 - a. For referee medical opinions, the clinical specialties for which DEEOIC has the most need are internal medicine, orthopedic surgery, oncology, physical medicine and rehabilitation, pulmonary medicine, neurology, Pharma D and family medicine.

- b. Medical specialists must be available in sufficient numbers and geographically distributed as to cover the needs of claimants served by the four (4) DEEOIC District Offices. No examination shall require a claimant to travel more than two hundred (200) miles from the claimant's residence without express permission of the District Director or his or her designee.
3. Physicians who may not be used as referees include:
- a. Physicians previously connected with the claim or the claimant, or physicians in partnership with other parties connected to the claim.

Note: The mere fact that a physician has conducted a second opinion examination in connection with the DEEOIC does not eliminate that physician from serving as an impartial referee physician in another case.

The physician selected for a referee medical opinion file review is responsible for conducting a thorough review of any relevant medical records, diagnostic test results or other factual information provided to the Contractor by DEEOIC. All claimed conditions identified in the SOAF must be reviewed. All questions submitted by the DEEOIC CE must be answered. If the questions cannot be addressed by the RME, a clear statement must be included explaining why a definitive answer could not be provided along with a statement of the evidentiary basis for that conclusion. From this review, the physician is to produce a comprehensive written medical report that unequivocally responds to any questions posed by the DEEOIC CE. Any offered opinion should be derived from an objective evaluation of the totality of all available evidence, and be rooted in sound, reasonable medical judgment. Physicians who previously evaluated or provided medical care to a claimant cannot perform a referee medical opinion file review.

Upon telephone request, written notice or website notification from the District Office of the need for a referee medical opinion file review, the Contractor shall do the following:

- 4. Review the District Office's SOAF and the list of questions to be addressed by the RME. Select a qualifying physician and make arrangements to supply him or her with the relevant case material to be used in resolving a conflict of medical opinion.
- 5. When assigning cases to a RME, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has twenty-one (21) days from the date of receipt of the referral package to perform the referee medical opinion file review and return a completed report to the responsible District Office.
- 6. Within five (5) days from first notice, notify DEEOIC in writing of the specialist's name, email address and phone number.
- 7. Ensure that all reports fully answer all specific questions the CE posed; ensure that each answer contains a supporting explanation or rationale based on the actual clinical findings in the case and current medical concepts; ensure that medical opinions expressed are restricted to the physician's area of medical specialty; and ensure that medical opinions are expressed unambiguously and as definitely as the findings in the case allow.
- 8. The REM report is accepted by the District Office when the Contractor receives payment for the report. At that point, the case materials should be destroyed, within thirty (30) days or upon acceptance, by the use of a shredder or burning, if shredding is not an option.

9. If the District Office determines that the report submitted by the Contractor is not properly responsive to the questions posed, in incomplete or incorrect, the District Director will return the report to the Contractor and request the Contractor provide a supplemental report to correct the situation. The RME shall provide the additional report within fourteen (14) days of receipt of the request without additional charge. The District Office will notify the Contractor, in writing, of the request for the additional report.

10. Contact the CE with any questions regarding the case.

11. Contact the District Office within seven (7) days of receipt of the referral package, if the RME identifies issues that require further development before a medical opinion can be rendered. After development, the District Office will submit the additional development to the Contractor for referral to the same RME. The RME will then have twenty-one (21) days from the date of receipt of the additional information to return a completed report to the District Office.

1.8.3 RME MEDICAL EXAMINATION

The physician selected to evaluate a patient by direct medical examination is responsible for conducting a thorough physical examination of the patient, including review of any relevant medical records, diagnostic test results or other factual information. From this examination, the physician is to produce a comprehensive written medical report that describes the results of his or her physical examination and unequivocally responds to any questions posed by the DEEOIC CE. Any offered opinion should be derived from an objective evaluation of the totality of all available evidence, and be rooted in sound, reasonable judgment. Physicians who previously evaluated or provided medical care to a claimant cannot perform a referee examination.

1.8.4 DELIVERY SCHEDULE FOR REFERRAL REFERRALS

When assigning referee cases to a RME, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has thirty (30) days from the date of the referral package to perform the referee examination and return a completed report to the responsible District Office.

The RME report is accepted by the District Office when the Contractor receives payment for the report. At that point, the case materials should be destroyed by the use of a shredder or burning, if shredding is not an option. It is expected that this period will not be longer than thirty (30) days.

In the event a referee narrative report cannot be produced within the scheduled time frame, the Contractor is required to contact the COR or Alternate COR and the responsible District Office, in writing, with a reason for the delay and the proposed revised schedule. Any request for a revised schedule must be reviewed and approved by the COR or Alternate COR before it is placed in effect. Contract terms and conditions described in the contract PWS may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.

1. Scheduling Referee Examinations:

Upon telephone request, written notice, or website notification from the District Office of the need for a referee medical opinion, the Contract shall do the following:

- a. Review the District Office's SOAF and the list of questions to be addressed by the RME.

- b. Make an appointment for the claimant in question with a physician in the appropriate field of medical specialty and forward notice of the appointment to the claimant, the claimant's appointed representative and to the DEEOIC CE, using a format specified by DEEOIC. Exceptions to this travel restriction may be granted only with the express permission of the District Director or designee. The date of the examination must allow the claimant to receive at least fourteen (14) days advance notice of the appointment date.
- c. Perform, or arrange to have performed, any further necessary diagnostic procedures or tests specifically required to complete the examination and render a meaningful referee opinion report. DEEOIC authorizes any non-invasive diagnostic procedure that is substantively related to the condition or issued which gave rise to the referee opinion referral, and which the examining physician feels is necessary to render a reasoned opinion and full report. No invasive procedure shall be performed without the prior approval of both the individual to be examined and of DEEOIC. All necessary non-invasive tests shall be conducted unless declined by the individual examined; or unless a test is not medically advisable. Upon notification from the examining physician that such a diagnostic procedure is needed, the Contractor shall schedule the procedure(s) according to the delivery schedule set forth in this solicitation.
- d. Within five (5) days from first notice, notify DEEOIC, in writing, of the specialist's name, address and phone number, and the date and time of the scheduled appointment.
- e. When assigning cases to a RME, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has thirty (30) days from the date of receipt of the referral package to perform the referee examination and return a completed report to the responsible District Office.
- f. Reschedule an appointment only once to suit the convenience of an examining physician. The date of the rescheduled examination shall be not more than fourteen (14) days from the first notice from DEEOIC. In the event of a rescheduling to suit the convenience of an examining physician, the completed report shall be delivered to DEEOIC within twenty-eight (28) days from first notice from DEEOIC. If additional requests for rescheduling the appointment are received from the examining physician/specialist, the Contractor shall schedule an appointment for examination with another physician /specialist.
- g. Notify DEEOIC within four (4) days of a claimant's request for rescheduling. If a request for rescheduling is received from the claimant, the Contractor or examining physician may not reschedule the appointment without DEEOIC permission. Rather, the Contractor must notify DEEOIC so the responsible CE may decide the issue.
- h. Contact the examining physician/specialist within four (4) days after the scheduled appointment date to determine whether the claimant reported and cooperated with the exam. If the claimant did not report or did not cooperate, the Contractor shall so notify DEEOIC within seven (7) days of the scheduled appointment date.
- i. The RME report is accepted by the District Office when the Contractor receives payment for the report. At that point, the case materials should be destroyed by the use of a shredder or burning, if shredding is not an option. It is expected that this period will not be longer than thirty (30) days.
- j. If the District Office determines that the report submitted by the Contractor is not properly responsive to the questions posed, is incomplete or incorrect, the District Director will return

the report to the Contractor and request the Contractor provide an additional report to correct the situation. The RME shall provide the additional report within fourteen (14) days of receipt without additional charge. The District Office will notify the Contractor, in writing, of the request for the additional report.

NOTE: Physical examinations shall be performed only by physicians who are licensed to do so.

1.8.5 NARRATIVE REPORT SUBMITTED BY RME

The RME report must be typed and must contain the physician's name and signature. The RME's professional address, telephone number and state medical license number should be on file with the Contractor and District Offices. The report must fulfill its intended purpose, i.e., it must resolve the conflict in the medical opinion. The Contractor must ensure that the referee specialist's report is comprehensive, clear and definite; that it is based on accurate information; and that it is supported by sound medical reasoning. It should be thorough and well-rationalized. In addition, each RME report must include a certification statement as determined by DEEOIC regarding the potential conflicts of interest as defined in subsection 1.8.3. Each RME report must include the following certification regarding potential conflicts of interest:

“I certify that I am an expert in the required areas of medical expertise for the issues raised in this case and this is my objective medical opinion provided in accordance with the DEEOIC program procedures and guidelines. I also certify that I neither have now, nor have had in the past, any relationship with the claimant, his/her physicians, their attorneys, representatives or any employee, employer, manufacturer or entity that may be connected with this case that would influence my opinion in any way. I also certify that my opinion was not influenced by any financial consideration that may benefit me, my family or my heirs.”

In writing a report, the RME should use the following outline:

1. Case Identification. The RME should identify the case using the claimant's full name and last four digits of the file number of the employee. In addition, the conditions or diagnoses accepted by the program (if any) should be mentioned. This information is found in the SOAF.
2. Clinical History or Summary. The RME should include a brief clinical summary of the case based on the medical evidence on file and in the SOAF.
3. Response to the CE's Questions. The RME should write the opinion clearly, explaining complex medical terminology, using only standard abbreviations and defining any abbreviations used. When the CE asks more than two questions, the questions should be numbered and the RME should number and answer each question separately.
4. The Value of the Report. Where the weight of the medical evidence is divided equally between the opinion of the treating doctor and that of the second opinion physician, a referee opinion, if sufficiently rationalized, is granted special weight.
5. Medical Opinions. The referee specialist's opinion should resolve the conflict identified by the CE. Such opinions should be developed from the available medical data in a logical, step-by-step manner and written in a fashion that allows a non-medical staff person to follow the reasoning. Each case should be evaluated on its unique set of facts. Using findings, conclusions or other rationale from similar case

situations should not be the basis for forming a position on the case under review. Opinions should be as definite as possible, given the available information. The physician should avoid such terms as “perhaps”, “rule out”, etc. If the medical evidence is insufficient to reach a more definitive opinion, the RME should ask the CE to request specific medical reports or information from the claimant or the treating physician.

6. The Use of References. The RME should cite studies to make a point or support a conclusion. When doing so, the RME should be aware that saying “according to current medical literature...” is not sufficient alone. The RME should also include some specific references in the body of the report or in a separate list of references. The RME should reference all documents used in decision making, either in the text of the report or in a separate list.

1.8.6 REFEREE REFERRALS BY MORE THAN ONE KIND OF SPECIALIST

If the CE identifies the need for examination by two kinds of specialists, for instance an occupational specialist and a psychiatrist, the Contractor will arrange two separate examinations.

1.8.7 REFEREE REFERRALS IN CASES INVOLVING A MENTAL HEALTH CONDITION

In a case involving only a mental condition, where a conflict exists between two psychologists or between a psychologist and a physician who does not specialize in treatment of mental disorders, the referee specialist chosen to resolve the case may be either a psychiatrist or clinical psychologist (as long as the file contains no indications that medication for a psychological condition is being used). In those cases, however, where a conflict has arisen between a psychologist and a psychiatrist or between two psychiatrists, the Contractor must obtain a referee examination from a psychiatrist. This practice will ensure that the referee physician carries sufficient weight in cases where a medical doctor has been involved in creating the conflict, and should also ensure that the full range of issues are addressed.

PART 2

2.1 SUPPLEMENTAL REPORTS AFTER REVIEW OF ADDITIONAL EVIDENCE OR FOR CLARIFICATION OF A MEDICAL OPINION REGARDING CAUSATION, IMPAIRMENT, SECOP, OR REFEREE

1. A request for a report from the CE with new evidence and new question(s) to be answered will be sent in writing to the Contractor via the Contractor's chosen notification method. Upon receipt of the request, the Contractor shall forward the material submitted to the original CMC/RME. The CMC/RME shall have twenty-one (21) days from the date the request is received to respond to DEEOIC with a complete report. The Contractor shall assure that each report is comprehensive, unequivocal, unbiased, well-reasoned, and responsive to the new evidence presented, as well as to all questions posed by the CE.

2. In addition, a CMC/RME report may contain deficiencies and thus require a clarification or correction. The District Office will send a request, in writing, to the Contractor requesting an addendum report from the CMC/RME. The report will be based upon the review of the medical evidence in the case file available to the CMC/RME at that time. The CMC/RME shall submit an acceptable report within twenty-one (21) days and without additional charge, except for such additional diagnostic procedures as may be required.

- A. If there are 5 or more addendum requests per quarter to the same physician, the Contractor is required to perform an internal quality review as specified by DEEOIC. For identified deficiencies, the physician will be provided additional training by the contractor and if the physician is unable to improve, they should be removed from use.

2.2 PAYMENT FOR DIAGNOSTIC LABORATORY TESTS AND DIAGNOSTIC PROCEDURE FOR IMPAIRMENT EVALUATIONS, SECOND MEDICAL OPINION EXAMINATIONS, AND REFEREE MEDICAL EXAMINATIONS

Diagnostic laboratory tests and other diagnostic procedures deemed necessary to complete a second opinion examination or a referee opinion examination shall be paid for according to the OWCP's fee schedule limitations as set forth in 20 CFR § 30.705. The OWCP fee schedule reimbursement will be based on the locality where the services are rendered as set forth in 20 CFR § 30.706.

1. The Contractor shall be responsible for obtaining and verifying credentials, certifications, state licensures, and other professional credentials, as well as maintaining on-going checks to ensure that all credentials remain current for subcontractors ordering diagnostic tests or procedures.
2. The Contractor shall confirm that the service for which payment is sought was performed as described as was necessary by submitting an invoice and accepting payment.
3. The Contractor shall invoice/bill for file review, impairment rating, second opinion, referee, and diagnostic tests and procedures using the appropriate CPT or HCPCS code and the appropriate ICD code.
4. The Contractor shall submit a request for reimbursement on Form OWCP-1500 to the DEEOIC District Office. A copy of the itemized invoice from the subcontractors rendering the services and the medical report documenting the results of the diagnostic studies performed and the nature of the treatment rendered shall be attached to the submitted OWCP-1500 form.
5. The Contractor shall ensure that bills for contracted medical services are not billed in excess of the units rendered.

6. The Contractor shall ensure the subcontractor rendering medical services does not invoice/bill the Government for services rendered.

7. The Contractor shall ensure the subcontractor rendering the services does not balance bill DEEOIC's claimants.

Once the DEEOIC District Office has reviewed the report for accuracy and viability, the billed charges shall be reviewed, verified, and approved, and the Form-1500 shall be submitted for payment by the District Office to our bill processing contractor. Payment for services shall not be initiated until the Contractor has met all the reporting requirements and DEEOIC has deemed the report viable. Once DEEOIC has deemed the report viable, the Form-1500 shall be submitted in accordance with Federal Acquisition Regulation (FAR) Clause 52.232-25 Prompt Payment Act.

2.3 PAYMENT FOR CANCELLATION OF APPOINTMENTS

1. When the Government cancels a scheduled appointment with at least 24 hours notice to the Contractor or to the examining physician, no payment will be made and liability is incurred by the Government. When the Government gives less than 24 hours notice in cancelling a scheduled appointment, a fixed fee of \$55.00 will be paid to the Contractor as sole compensation for the cancelled appointment.

2. When a claimant cancels a scheduled appointment with at least 24 hours notice to the Contractor or to the examining physician, no payment will be made and no liability is incurred by the Government. When a claimant gives less than 24 hours notice in cancelling a scheduled appointment, a fixed fee of \$55.00 will be paid to the Contractor as sole compensation for the cancelled appointment. When a claimant, without prior notice, fails to report for the scheduled appointment, a fixed fee of \$55.00 will be paid to the Contractor as sole compensation for the cancelled appointment.

2.4 DESCRIPTION OF SERVICES

All days referred to in this solicitation are calendar days, unless otherwise specified.

The Contractor shall:

1. Monitor scheduling to ensure no one provider/specialist shall conduct more than 1/3 of the examinations for that medical specialty per annum, without prior written approval of the Contracting Officer or their authorized Representative.
2. Make these services available within a reasonable commuting distance for DEEOIC claimants.
3. Arrange timely scheduling of appointments for examinations, forward letters from the responsible CEs notifying claimants or their appointed representatives of the claimants' responsibilities to appear and cooperate with scheduled medical exams.
4. Assure that a secure website (password protected [https protocol/SSL] is operational and available for the initiation of referral and uploading of all pertinent imaged documents supplied by DEEOIC (including but not limited to the Statement of Accepted Facts (SOAF), examiners' questions to physicians, medical records relevant to the examination, etc.).

5. Assure timely pick-up from the District Office of pertinent documents supplied by DEEOIC when imaged documents are not available for transmission via secure website (primarily including medical records relevant to the examination) when DEEOIC has determined document transmission is dysfunctional or unsecure, at the discretion of DEEOIC or when electronic transmission is not in the best interest of the government. The Contractor shall have a contingency plan in place.
6. Assure timely delivery to examining physicians of all pertinent documents supplied by DEEOIC including SOAFs, examiners' questions to physicians, medical records, etc. The Contractor shall ensure that any electronic transmissions to physicians or medical specialists conform to the government's secure website requirements
7. Assure that each report is comprehensive, unequivocal, unbiased, well-reasoned, consistent with the physical findings, responsive to all questions posed by the CE, and presented in a form and format specified by OWCP.
8. Assure that all medical reports and impairment ratings are verified for accuracy and content.
9. Assure that reports for any medical examination service or file review that does not conform to the government's report requirements shall result in re-performance.
10. Assure timely delivery or uploading to the secure website and/or return to the District Office of completed reports, along with all original claim file materials that may have been sent to the Contractor.
11. Comply with applicable provisions of the Privacy Act of 1974 and otherwise assure the security and confidentiality of claimant medical records and related materials entrusted to the custody of the Contractor or examining physician.
12. Assure that a plan or process to destroy electronic images or medical documentation conforms with government regulations.
13. Ensure that all reports include, as appropriate, a brief synopsis of the clinical history of the case, including a history of treatment to date, as well as an identification of any underlying or preexisting condition(s).
14. Coordinate with the Contracting Officer's Representatives (COR) to prepare and administer all training materials that may be reasonably necessary to allow physician/specialists and DEEOIC staff to participate effectively.
15. Provide management reports to the Contracting Office and the COR.
16. Provide access to Contractor's administrative office staff for scheduling and report generation from 8:00 am to 5:00 pm, Eastern Standard Time. These minimal hours will assure that DEEOIC National Office staff will have a contact available during their own core business hours.
17. Name a program manager and alternate for this project who shall be responsible for effective liaison with the COR, DEEOIC District Office staff and National Office staff to ensure that performance is in compliance with the contract.
18. Arrange for qualified and appropriate medical specialists to make second medical opinions and referee medical opinions services available with reasonable commuting distance for DEEOIC claimants. Reasonable commuting distance is defined at subsection 4.7 below.

19. Arrange timely notification to CMC's of the request from District Office to complete the services requested.
20. If the request from the CE also requires an impairment evaluation, ensure that reports are written in accordance with the 5th Edition of the American Medical Association *Guides to the Evaluation of Permanent Impairment* and current DEEOIC program policies. The report should include a "date of maximum medical improvement" and supporting rationale for the chosen date. The Contractor shall assure that reports of physical impairment levels contain the actual measurement, expressed in degrees, obtained during the examination or through clinical or laboratory tests, the resulting level of impairment, and an explanation as to how the level of impairment was calculated.
21. Ensure physical examinations are performed only by physicians who are licensed to do so.
22. Confirm, in writing, receipt of all pertinent documents supplied by DEEOIC to the CMCs, including SOAF, CE's questions to physicians, medical records, etc.
23. Ensure selection of referee physicians or second medical opinion physicians is made on a strict rotation of physicians within a 200 mile range.
24. Select a physician who is qualified in the appropriate specialty.
25. Ensure pharmacy utilization referrals are performed by a CMC who has a doctorate in pharmacy.

PART 3

3.1 PHYSICIAN NOTIFICATION

The Contractor shall ensure that all physicians are aware that the claimant is allowed to be accompanied by either a spouse, or an AR; and can be accompanied by a RN/LPN, but only if deemed medically necessary by the contracted examining physician.

1. When physician staff member has a close relationship with or is a family member of the claimant, the Contractor shall ensure the physician refrains from using that staff person in supporting services provided under this contract, for the particular claimant.
2. The Contractor shall ensure that CMCs and RMEs are aware of these requirements and ensure that each medical report annotates and documents the attendance of any person during the examination. Unauthorized persons attending the physical examination shall deem the medical report invalid and the Contractor shall be required to re-perform the examination at no additional cost to the Government.
3. The Contractor shall provide a means by which the physician can provide immediate notification of an unauthorized attendant who is refusing to leave the medical examination or when the claimant's treating physician or interpreter is being disruptive. The Contractor shall ensure the physician's report documents the attendance of anyone other than the claimant present during the medical examination.

3.2 CONTRACTOR RECORD RETENTION

The Contractor/CMC shall retain a copy of each referral package for ninety (90) days after submitting a completed report, in case of need for a follow-up report. The Contractor shall retain a copy of each CMC report for twelve (12) months after the date submitted to DEEOIC.

3.3 TRAINING FOR PARTICIPATING CONTRACT MEDICAL CONSULTANTS

In coordination with the COR, the Contractor shall:

1. prepare all training materials which may be reasonably necessary to allow CMC specialists to participate effectively;
2. train or instruct participating CMCs with regard to DEEOIC performance requirements, quality of reports, form and format of reports, and the case adjudication issues which give rise to the need for medical opinions and impairment evaluations. . In coordination with the COR, the Contractor shall ensure all participating physicians/specialists are familiar with the requirements of the PWS.

3.4 TRAINING FOR DEEOIC DISTRICT OFFICE STAFF

In coordination with the COR, the Contractor shall prepare all training materials and provide training which may be reasonably necessary to guide staff in navigating the secure website to any of the following: to initiate referrals, download any reports, and initiate addendum and/or supplemental reports.

3.5 DELIVERY OF MEDICAL OPINION REPORTS TO DEEOIC

The Contractor shall arrange for receipt of completed medical opinion reports to the requesting District Office within twenty-one (21) days from the date referral was originated. Reports shall be securely packaged and clearly marked with the words “MEDICAL REPORT – CONFIDENTIAL.” Reports shall be delivered to the originating District Office via the secured web portal.

Jacksonville

| | |
|--|---|
| U.S. Department of Labor, DEEOIC 400 West Bay Street, Room 722 Jacksonville, Florida 32202 | (904) 357-4705 (Main) (904) 357-4704 (Fax) (877) 336-4272 (Toll Free) |
|--|---|

Cleveland

| | |
|--|---|
| U.S. Department of Labor, DEEOIC 1001 Lakeside Avenue, Suite 350 Cleveland, Ohio 44114 | (216) 802-1300 (Main) (216) 802-1308 (Fax) (888) 859-7211 (Toll Free) |
|--|---|

Denver

| | |
|--|---|
| U.S. Department of Labor, DEEOIC One Denver Federal Center, Bldg. 53 Denver, CO 80225-0601 | (720) 264-3060 (Main) (720) 264-3099 (Fax) (888) 805-3389 (Toll Free) |
|--|---|

Seattle

| | |
|---|---|
| U.S. Department of Labor, DEEOIC 300 5 th Avenue, Suite 1050E Seattle, Washington 98104-2397 | (206) 373-6750 (Main) (206) 373-6798 (Fax) (888) 805-3401 (Toll Free) |
|---|---|

3.6 CONTRACTOR PERSONNEL and MEDICAL SPECIALISTS:

The Contractor shall ensure that all Contractor support personnel are adequately trained, possess credentials. The contractor shall provide sufficient personnel, and Medical Specialists both in numbers and qualifications to perform all work associated with the PWS. The contractor’s employees shall remain under the contractor’s direct supervision at all times and each contract service provider (medical specialists) shall be accountable solely to the contractor who, in turn is responsible to the Government for ensuring all services are provided in accordance with the contracts terms and conditions.

3.7 LIABILITY INSURANCE

The Contractor is required to provide proof of liability to the CO and COR annually.

3.8 CONTRACTOR PERSONNEL AND MEDICAL SPECIALISTS

The Contractor shall provide sufficient personnel and medical specialists, both in numbers and qualifications, to perform all work associated with the PWS. The Contractor’s employees shall remain under the Contractor’s direct supervision at all times and each contract service provider (medical specialists) shall be accountable solely to the Contractor who, in turn is responsible to the Government for ensuring all services are provided in accordance with the contract’s terms and conditions.

3.9 KEY PERSONNEL

The following personnel are considered key personnel by the Government: Contracting Officer (CO), Contracting Officer Representative (COR), Director of the Performance Management Center, Deputy Director of the Performance Management Center and Program Specialists of the Performance Management Center. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer. The designated Contract Manager and alternate should remain unchanged for the life of the contract. If any changes are required, they must be approved by the Contracting Office Representative and the Director of the Performance Management Center. The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall be available between 8:00 am and 5:00 pm, Monday thru Friday, except Federal holidays or when the government facility is closed for administrative reasons.

PART 4

4.1 REASSIGNMENT, REMOVAL, OR RESIGNATION OF KEY PERSONNEL

Prior to any CMC referral assignment the Contractor shall, verify/re-verify the CMC's credentials. CMCs that have a suspended or revoked license/credential or are excluded by any Federal or State health care program must be removed from the contract immediately upon notification.

4.2 CO CONSENT TO CHANGE KEY PERSONNEL

No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer or their authorized Representative.

4.3 NOTIFICATON OF INTENT TO CHANGE KEY PERSONNEL

Prior to any key personnel reassignment, or removal, the Contractor shall provide written notification at least fourteen (14) calendar days in advance to the COR and shall submit justification (including proposed substitutions and their resumes) in sufficient detail to permit evaluation of the impact of the proposed change on the program and its schedule. In the event of key personnel resignation or termination, the Contractor shall provide the evaluation of the impact and any proposed changes on the program schedule within fourteen (14) calendar days of the termination/resignation.

The Contractor shall, at all times, maintain an adequate work force to provide for the uninterrupted performance of tasks defined within this performance work statement . In the event an individual assigned performance under this contract is unable to report to work due to a leave of absence or other emergency situations, the Contractor shall be responsible to provide a replacement for that specific period of absence. In the event an employee must miss more than five (5) consecutive days of work, the Contractor must notify the COR and, if necessary, provide a backfill. The replacement shall possess the requisite qualifications of the individual who is to be substituted or replaced.

As Contractor personnel are required to be available under the contract during normal work hours each day, it is the Contractor's responsibility to ensure that all personnel assigned, whether full-time or on-call, meet requirements to enter DOL premises and to operate information technology systems at the time reporting for duty.

4.4 KEY PERSONNEL REPLACEMENT

Any replacement candidate must have the same or better qualifications as the person released. Resumes of replacement Key Personnel must be provided to the Contracting Officer's Representative for review and concurrence prior to performance of work by the individual under consideration.

4.5 DISAPPROVAL OF PHYSICIANS/SPECIALISTS

The Government shall, at its sole discretion, disapprove a physician or specialists from performing a U.S. Department of Labor contract requirement including but not limited to, inability to perform a thorough examination and/or report, misconduct, bias, appearance of conflict of interest, or safety/security reasons. Disapproval does not relieve the Contractor of the responsibility to continue providing the services required by the contract. The Contracting Officer shall provide the Contractor with a written explanation to support its decision.

4.6 EMPLOYEE/PHYSICIAN/SPECIALISTS CONDUCT

Contractor employees and subcontractors shall at ALL times conduct themselves in a professional manner and shall not reflect discredit upon the United States Government, the Department of Labor and the Office of Workers' Compensation Programs.

The Government shall, at its sole discretion, remove or disapprove any Contractor employee physician or specialists from performing a U.S. Department of Labor contract requirement including but not limited to, inability to perform a thorough examination and/or report, misconduct, bias, appearance of conflict of interest, or safety/security reasons. Removal or disapproval does not relieve the Contractor of the responsibility to continue providing the services required by the contract. The Contracting Officer shall provide the Contractor with a written explanation to support any request to remove an employee or service provider.

4.7 GEOGRAPHIC AVAILABILITY OF PHYSICIANS/SPECIALISTS

The Contractor is required to provide a detailed alternative approach to fulfill the requirements of the contract in situations where the Contractor is unable to provide/obtain a qualified physician to perform a physical examination within a 200 mile radius of the claimant's home address. The contractor's proposed solution for the 200 mile radius must include an alternative approach. One potential example of an alternative approach could include a qualified traveling CMC who will travel to the claimant's home to perform the physical examination. The Contractor's approach should demonstrate their ability to meet all contract requirements in a timely, economical and efficient manner with the least amount of inconvenience to the claimant and least amount of risk to the Government. If the Contractor is unable to provide a qualified physician within fourteen (14) days of the receipt of the referral, DOL reserves the right to rescind the referral after COB on the fourteenth (14th) day and no payment of services shall be rendered. In these circumstances, the government reserves the right to utilize other government contracted or employed physicians to provide the referred services.

PART 5

5.1 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

The Contractor will not provide services on the following Federal holidays:

| | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Birthday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

It is understood and agreed that observance of such days by the Federal Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation.

5.2 HOURS OF OPERATION

The Contractor is responsible for conducting business, between the hours of 8:00 am and 5:00 pm, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than Firm Fixed-Price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

PART 6

6.1 PLACE OF PERFORMANCE

The work to be performed under this contract shall be performed at designated location determined by the Contractor.

6.2 PERIOD OF PERFORMANCE

The Government anticipates a period of performance of one (1) Base Year of twelve (12) months and four (4) 12 month option years.

6.3 TYPE OF CONTRACT

The Government anticipates awarding a Single Award Indefinite Delivery/Indefinite Quantity contract with Firm Fixed-Price Task Orders.

6.4 DELIVERY SCHEDULE

The Contractor shall perform all elements of the required services within the time frames described in the PWS.

6.5 QUALITY CONTROL

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall ensure that all reports conform to the DEEOIC requirements to meet a viable report and that all impairment ratings are verified using a standardized, unbiased and certifiable method. The Contractor's quality control program is the means by which work is reviewed to ensure compliance with the requirement of the contract. The Quality Control (QC) Plan is to be delivered with the Contractor's proposal. After acceptance of the QC Plan, the Contractor shall receive the Contracting Officer's acceptance, in writing, of any proposed change to the QC Plan. The Contractor shall submit final QC plan for the Government's acceptance 10 days after contract award. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to QC plan.

6.6 QUALITY ASSURANCE

The Government will evaluate the Contractor's performance under this contract in accordance with the performance standards.

6.7 SECURITY REQUIREMENTS

The Contractor's staffs are required to conform to DOL's security and privacy requirements as described below. The claimant's personal information is protected under the Privacy Act. The Privacy Act not only obliges us to protect their information, but provides for civil and criminal penalties (against organizations and individuals) for not doing so. This information includes medical data, as well as the protected personally identifiable information (PII) such as name and Social Security number. The Contractor must handle the documents provided in the referral in the manner in accordance with the OWCP policy that updates and formalizes the responsibilities of every OWCP federal and contract staff member's responsibilities in protecting PII. The Contractor must destroy the case materials once the report is

accepted. Paper files need to be shredded or burned and under no circumstance should they be discarded whole. All electronic records are to be deleted. In addition, the information contained in the files is the property of DEEOIC, and CMCs cannot use or publish this information without the consent of the DEEOIC Director and the COR.

The Contractor shall take all necessary measures to assure that confidential information is maintained in a manner that ensures its privacy including, but not limited to:

1. Stamp or watermark all identified reports as “Medical Confidential;”
2. Maintain all records in a secure location;
3. Return or destroy all records or materials containing personally identifiable information after the review has been completed;
4. Do not copy records with personally identifiable information;
5. Report any breach of confidentiality to Security Officer;
6. Assure that the information provided is only used for the intended purpose as provided by the EEOICPA and is not shared or disclosed to any person or entity outside the DEEOIC; and
7. PII shall not be communicated by email. Information containing or referring to PII should be faxed using a “Medical Confidential” cover page.

6.8 OWNERSHIP AND CONFIDENTIALITY OF OWCP INFORMATION

All products and deliverables developed under this PWS and contract shall be the property of the U.S. Government and Department of Labor, Office of Workers’ Compensation Programs. The information received from OWCP remains OWCP information and is subject to the Privacy Act of 1974, as amended. OWCP files and related materials (including all hard copies, electronic copies, and scanned/imaged copies) are to be treated in a confidential manner.

6.9 LOGICAL SECURITY CONTROLS

The Contractor shall provide logical security controls in accordance with the Federal information security standards. The Federal information security guidelines include, but are not limited to the following:

1. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007.
2. OMB Memorandum M-06-19, Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments, July 12, 2006.
3. OMB Memorandum M-06-16, Protection of Sensitive Agency Information, June 23, 2006.
4. OMB Memorandum M-06-15, Safeguarding Personally Identifiable Information, May 22, 2006.
5. Federal Information Processing Standards Publication (FIPS) PUB 140-2, Security Requirements for Cryptographic Modules, May 25, 2001.

6. US DOL Computer Security Handbook (DOL’s Implementation of NIST S 8000-53) – to be provided as Government Furnished Information (GFI).

7. DLMS 9 – Chapter 1200 “Safeguarding Sensitive Data Including Personally Identifiable Information. To be provided as GFI.

6.10 PII BREACH REPORTING

Definition – The Department of Labor defines Protected PII (Personally Identifiable Information) as information:

“whose disclosure could result in harm to the individual whose name or identity is linked to that information. Examples include, but are not limited to, social security number; credit card number; bank account number; residential address; residential or personal telephone; biometric identifier (image, fingerprint, iris, etc.); date of birth; place of birth; mother’s maiden name; criminal records; medical records; and financial records. The conjunction of one data element with one or more additional elements, increases the level of sensitivity and/or propensity to cause harm in the event of compromise.”

It is important to note that PII covers any and all printed documents (those sent electronically or hard copy) even if the documents were not created or forwarded to the Contractor by the DOL.

6.11 REPORTING REQUIREMENTS

1. The Contractor shall be responsible for reporting any breach of data protection rules and procedures to include unauthorized disclosure of PII.
2. Notify the Government of all suspected and actual security incidents involving Personally Identifiable Information (PII) within one (1) hour of becoming aware of the incident.
3. In the event of a suspected or actual PII breach, the Contractor shall notify the Government within one (1) hour of becoming aware of the suspected or actual breach by e-mail or telephone with whatever information is available at the time to:

. zzOWCP-DEEOIC-BAS-PII-ALL@dol.gov

4. In addition, the following points of contact should be copied on the e-mail:
Douglas Pennington (Pennington.Douglas@dol.gov)

Jill Brown (Brown.Jill.E@dol.gov)

Victoria Lewis (Lewis.Victoria@dol.gov)

Vincent Alvarez (Alvarez.Vincent@dol.gov)

Dionne Perry (Perry.Dionne@dol.gov)

5. Upon notification, the Contractor shall investigate the suspected or actual incident to discover the facts about the incident.

6. As additional information becomes available, the Contractor shall complete the Incident Report form and provide to the POCs in #3 and #4 above. **The Contractor does not have 24-48 hours to report the incident as indicated in their Security Incident Report Instructions.**

7. In the event of a breach, the Contractor is not to contact the claimant(s) and/or his/her authorized representative until authorized by the Government. The Government will make first notification to the claimant(s).

8. In the event of a confirmed PII breach by the Contractor, the Contractor shall provide, at its own cost, one (1) year of credit monitoring services for the affected claimant(s).

6.12 PHYSICAL SECURITY

The Contractor shall comply with the Computer Security Act of 1987. All products and deliverables developed under this PWS shall comply with DOL Computer Security guidelines and the guidelines contained in OMB Circular A-130.

The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of DOL and other Government installations or Contractor facilities where work is performed under this Contract.

This includes the safekeeping and display of a Government-provided photo ID badge for employees of the Contractor and any subcontractors while these employees are in federally owned or lease property. The Contractor will ensure the security of all DOL property, building ID badges, key cards and standard keys issued to Contractor staff. For employees leaving the federal property, the Contractor shall return all badges, property, key cards, parking placards, and keys the same day the employees leave the federal property.

The Contractor shall insert the above information in 6.13 and 6.14 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

6.13 CONFIDENTIALITY

DEEOIC files, claimant medical records and related materials remain the property of the U.S. Department of Labor, and no property right in them is conferred on the Contractor providing service. All DEEOIC files and related materials, as well as the reports which are generated in fulfillment of this contract, must be treated in a confidential manner and may be made available only to persons who have a need for them in order to provide services under this agreement. The Contractor shall:

1. assure that no excerpts are taken from any case file except as necessary to accomplish the purposes of this contract;
2. assure that no medical case history be used for publication of any paper or book or in lectures without written permission of the Director of the DEEOIC and the COR;
3. assure that, when not in actual use, all DEEOIC case files and related material in the Contractor's possession be kept in locked storage, accessible only to those individuals who have a need for them;

4. assure that no DEEOIC case files, related materials, medical opinion reports, or facsimiles thereof, are released to any claimant, attorney, authorized representative, employing agency or other party at interest.
5. assure that any DEEOIC case files and related materials supplied to the Contractor are returned to DEEOIC at the same address and according to the same schedule indicated in Section 5.1.11 for return of reports;
6. assure that copies of DEEOIC case files or related materials which may have been retained by the Contractor, and copies of reports are destroyed by shredding or burning to preserve claimant confidentiality and privacy.

PART 7

7.1. IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contract personnel attending meetings and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

7.1.2 INDIVIDUAL STAFF AND PHYSICIANS/SPECIALISTS' EXPERIENCE AND QUALIFICATIONS – KEY PERSONNEL

The Contractor shall provide resumes of personnel, including physicians and specialists and certify to the accuracy of all resumes currently proposed for assignment to the contract and for future assignments of personnel to the contract.

Failure to provide detailed documents and resumes outlining qualifications, education, board certification, hours of practice, place of practice, copy of license, etc. will result in disapproval of proposed Personnel, Physician, of Specialists.

Required Documents: Resumes of proposed key personnel, Physicians or Specialists require active, current and valid state license(s) and current and valid certification for specialties called for in the solicitation.

PART 8
DEFINITIONS & ACRONYMS

PWS - Performance work statement

Contracting Officer's Technical Representative (COR) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

CO - Contracting Officer

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Assurance - Those actions taken by the government to assure services meet the requirements of the Performance work statement

CE - Claims Examiner

COB - Close of Business

CONUS - Continental United States

CMC - Contract Medical Consultant

DOE - Department of Energy

DOL - Department of Labor

DEEOIC - Division of Energy Employees Occupational Illness Compensation

EEOICP - Energy Employees Occupational Illness Compensation Program

EEOICPA - Energy Employees Occupational Illness Compensation Program Act

FAR - Federal Acquisition Regulation: Procurement regulations used by both civilian and defense organizations.

FFP- Firm Fixed-Price: A type of contract under which the government agrees to purchase goods or services at a set price.

GFE - Government-Furnished Equipment

GFP - Government-Furnished Property

IAW - In Accordance With

MS - Medical Scheduler

N/A - Not applicable

NLT - No Later Than

NIOSH - National Institute for Occupational Safety and Health

OWCP - Office of Workers' Compensation Programs

PII - Personally Identifiable Information

POC - Probability of Causation

PoC - Point of Contact

QC - Quality Control

RFP - Request for Proposal: A solicitation issued by the government to prospective offerors. An RFP describes what the government requires and how the offerors will be evaluated.

RECA - Radiation Exposure Compensation Act

SEC - Special Exposure Cohort

SECOP - Second Opinion

SEM - Site Exposure Matrix

SF - Standard Form

SOAF - Statement of Accepted Facts

SECTION D – PACKAGING AND MARKING

This solicitation does not have applicable requirements to packaging and marking.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 GOVERNMENT RIGHTS TO INSPECTION

The Government, through its authorized representative, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed, or being performed, hereunder and shall notify the Contractor of unsatisfactory performance. All inspectors and evaluations shall be performed in such a manner as will not unduly delay the work being performed.

It will be the responsibility of the DO COR and the Contract Manager to ensure that adequate records of the inspection or evaluation are kept to support acceptance or rejection of work performed or being performed.

Acceptance or rejection will be made by the DO COR or other Government official designated by the Contracting Officer.

E.2 ACCEPTANCE

All services shall be performed in accordance with the tasks and deliverables scheduled specified in the PWS.

| Performance Requirements Summary Performance Objective | Standard | Performance Threshold | Method of Surveillance |
|---|---|---|--|
| PRS # 1 The contractor shall ensure sufficient and adequate numbers of “required specialties” physicians and medical specialists are active, current, and available that meet the criteria set forth in PWS in order to provide necessary medical examinations. | The contractor is required to have the “required” specialties identified in PWS and the ability to arrange examinations with physicians/specialist within 200 mile radius of the claimant’s home address. | The maximum acceptable level is no more than 33% of referred cases can be examined by one particular CMC per annum. | Weekly, monthly and quarterly reports validated by COR. 100% inspection |
| PRS # 2 The contractor shall meet all scheduling requirements in accordance with PWS once a referral is received | The contractor shall ensure all medical Reports are acceptable and timely delivered within the time frames outlined in the PWS. | The maximum acceptable level is no more than 5% of referred cases fall outside each of the scheduling requirements | Weekly, monthly and quarterly reports validated by COR. |

| Performance Requirements Summary Performance Objective | Standard | Performance Threshold | Method of Surveillance |
|--|--|---|--|
| <p>PRS # 3 Assure timely delivery to examining physicians of all pertinent documents supplied by DEEOIC including SOAFs, examiners' questions to physicians, medical records, etc. The Contractor shall ensure that any electronic transmissions to physicians or medical specialists conform to the government's secure website requirements</p> | <p>All related materials, along with copies of all medical reports from the case record will be prepared for delivery to the medical specialist.</p> | <p>The minimal acceptable delivery of all related materials to the medical specialist is 48 hours before the scheduled examination.</p> | <p>DEEOIC Office complaint, or medical report documenting the absence of related materials</p> |
| <p>PRS #4 The contractor shall ensure all reports noted in PWS are comprehensive, unequivocal, unbiased, well-reasoned, consistent with the physical findings, responsive to all questions posed by the CE, and presented in a form and format specified by OWCP.</p> | <p>All reports must contain a complete history, description of physical or psychiatric findings, diagnosis related to physical and diagnostic findings, provide an unequivocal, well rationalized opinion that answers all questions. ensure appropriate forms are completed and submitted, proper adherence and application of the AMA Guidelines of the 5th Edition, how the level of impairment was calculated, the contractor's verification of the physician's calculations.</p> | <p>The maximum acceptable level is no more than 5% of all medical examinations result in the need for clarification, correction, completion, or re-performance.</p> | <p>Periodic evaluation of reports, weekly, monthly, and quarterly reports, and complaints* received from DEEOIC District Office staff.</p> <p>* Only complaints validated by the National Office will be considered in determining performance</p> |
| <p>PRS #5 The contractor shall ensure all invoices/bills are submitted in accordance with OWCP Medical Bill Processing System Procedures in order to ensure the timely processing of all invoices/bills in accordance with the</p> | <p>The contractor is required to ensure all bills meet all OWCP billing procedures for the timely processing of invoices/bills in accordance with the prompt payment of</p> | <p>100 % Threshold</p> | <p>OWCP/DEEOIC Bills/Invoice validation process.</p> |

| Performance Requirements Summary Performance Objective | Standard | Performance Threshold | Method of Surveillance |
|---|------------------------|----------------------------------|-----------------------------------|
| Prompt Payment Act. | medical bills and EFT. | | |

SECTION F – DELIVERIES OR PERFORMANCE

F.1 DELIVERABLE SCHEDULE

| <u>Deliverable</u> | <u>Frequency</u> | <u>Number of Copies</u> | <u>Medium/Format</u> | <u>Submit To</u> |
|---|-------------------------|--------------------------------|--|-------------------------|
| Status Reports | Weekly | One (1) | Microsoft Office Product Excel | COR |
| Status Reports | Monthly | One (1) | Microsoft Office Product Excel | COR |
| Detailed Management Reports | Quarterly | One (1) | Microsoft Office Product Excel | COR |
| Management Reports Summary | Quarterly | One (1) | Narrative Summary and Microsoft Office Product Excel | COR |
| Management Reports CMC | Quarterly | One (1) | Microsoft Office Product Excel | COR |
| Management Reports, SECOP, Referee Diagnostic Testing, Expedite/Terminal, Impairment, Supplemental and Pharmacy Utilization | Quarterly | One (1) | Microsoft Office Product Excel | COR |

All project deliverables must be provided on the dates specified by the COR. All deliverables must be submitted in a format approved by the COR or designee.

In the event a deliverable cannot be produced within the scheduled time frame, the Contractor is required to contact the COR, in writing, with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project. Any request for a revised schedule must be reviewed and approved by the COR before placed in effect. Contract terms and conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.

F. 2 CONTINGENCY PLAN

The Contractor shall provide a written contingency plan for all services required by this contract that demonstrates the capability of uninterrupted operations in the event of natural disaster, weather-related interruptions, power outages, building damage and all other natural or man-made events that may interrupt services. The Contingency Plan shall include how the day-to-day function will continue operations in such events. The Contractor shall submit written proof of an ongoing Contingency Plan to the COR and CO annually or more frequently, when revised.

F.3 REPORTS

F.3.1 WEEKLY STATUS REPORTS TO THE COR

On a weekly basis, the Contractor shall provide to the COR or designee by secure internet e-mail a report of all referrals, including those not yet assigned that exceed the time frame of two (2) days from initial receipt to assignment and five (5) days for SECOP and Referee exams.

1. The report shall be sorted by the referring District Office and contain the following data:
 - a. case number (last four digits)
 - b. claimant name (last, first)
 - c. medical specialty requested
 - d. age of referral (days since initial receipt)
 - e. type of report.

F.3.2 MONTHLY STATUS REPORTS TO THE COR

On the first business day of each month, the Contractor shall provide to the COR or designee by secure internet e-mail a report detailing the status of all cases, including any that are outstanding and exceed the standard completion of twenty-one (21) days for CMCs.

1. The report shall be sorted by referring District Office and contain the following data:
 - a. case number (last four digits)
 - b. claimant name (last, first)
 - c. medical specialty requested
 - d. age of the referral (days since initial receipt)
 - e. explanation for non-completion within two (2) days for causation and impairment evaluation, and five (5) days for SECOP and Referee exams
 - f. expected date of delivery.

F.3.3 QUARTERLY MANAGEMENT REPORTS

For each calendar quarter, the Contractor shall provide to the COR or designee, quarterly management reports in four parts – DETAIL, SUMMARY, CONTRACT MEDICAL CONSULTANTS, IMPAIRMENT EVALUATIONS, EXPEDITE/TERMINAL REFERRALS, CAUSATION REFERRALS, DIAGNOSIS CLAIRFICATION, PHARMACY UTILIZATION, DIAGNOSTIC TESING, SECOND MEDICAL OPINIONS and REFEREE MEDICAL OPINION. All reports shall include both electronic (Microsoft EXCEL) and hard copy versions.

1. DETAIL REPORTS shall include listing of all causation opinions, impairment evaluations, wage loss evaluations, SECOP, Referee evaluations and expedite reports requested during the quarter, sorted by date delivered to DEEOIC and showing for each:

- a. claimant's name (first and last)
- b. case number (last 4 digits)
- c. medical specialty referred to
- d. type of referral (e.g., for medical opinion service or impairment evaluation)
- e. date referral was received by the Contractor
- f. date the case was assigned to a CMC or SECOP physician
- g. whether CMC postponed or declined the case
- h. date the CMC report was delivered to DEEOIC
- i. current status of report if not yet delivered to DEEOIC
- j. indicate if report was returned for deficiencies or clarification, and if so, the total days required from initial referral to submission of acceptable report
- k. District Office where the request originated
- l. referring District Office.

2. SUMMARY REPORTS shall include the following:

- a. the number of referrals pending completion at the beginning of the quarter, the number of referrals received during the quarter, and the number of CMC referrals still pending completion on the 21st day after the end of the quarter;
- b. the mean, minimum, and maximum completion times for CMC and SECOPs, i.e., elapsed times from first receipt of a request for medical opinion until receipt of the acceptable report by DEEOIC;
- c. the number of CMC reports, and percent of total completed, for which completion times exceeded twenty-one (21) days, and the case numbers associated with those reports;
- d. the number of times each CMC declined a medical opinion or impairment evaluation and the associated case numbers;
- e. the number of medical opinion reports, impairment evaluations, SECOP and Referee Medical Opinions, and percent of total completed, which had to be returned for deficiencies or clarification, and the case numbers associated with those reports;
- f. the number of medical opinion reports, and percent of total completed, which required follow-up reports due to receipt of additional information and the case numbers associated with those reports;
- g. the total number of reports and the case numbers associated with those reports;
- h. percentage of referrals that were for CMC medical opinions, impairment evaluation SECOP, referee medical opinions or expedite referrals;
- i. total number of reports assessing an individual's ability to work during a given time period, as it relates to the covered condition;
- j. total number of reports providing an explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis and the clarification of other physician's reports.

3. CONTRACTOR REPORTS CONCERNING CONTRACT MEDICAL CONSULTANTS shall include the following:

- a. number of CMCs used to deliver medical opinion services during the quarter;
- b. number of reports delivered by each;
- c. number of causation reports delivered by each;
- d. number of impairment evaluation reports delivered by each;
- e. number of cases declined by each;
- f. number of reports returned for deficiencies or clarification by each;
- g. number of reports that exceeded the due date by each.

4. CONTRACTOR REPORTS CONCERNING SECOND MEDICAL OPINIONS and REFEREE MEDICAL OPINIONS shall include the following:

- a. total number completed;
- b. number completed by each physician;
- c. the number of times each physician declined a SECOP or Referee Medical Opinion, and the associated case numbers;
- d. percent of total completed, which had to be returned for deficiencies or clarification, and the case numbers associated with those reports;
- e. number of cases with assigned SECOP or Referee Medical Opinion pending examination;
- f. number of cases with assigned SECOP or Referee Medical Opinion with scheduled examination (i.e., date of appointment);
- g. number of cases with assigned SECOP or Referee Medical Opinion with completed examination, but no report
- h. number of claimants travelling more than 200 miles from claimant's residence for SECOP or Referee Medical Opinion.
- i. number of cases that have not been assigned SECOP or Referee Medical Opinion within 14 days of the referral request.
- j. number of cases that have not been assigned due to the Contractor being unable to provide a qualified physician within fourteen (14) days of the receipt of the referral.
- k. number of cases that have not been assigned within 5 days of the referral request.
- l. number of cases that require diagnostic testing and the total amount of the diagnostic testing per case.

- m. number of claimants travelling less than 200 miles from claimant's residence for SECOP or Referee Medical Opinion.

Quarterly Management Reports will be due no later than twenty-eight (28) calendar days from the end of the previous quarter. If the 28th day falls on a Saturday, Sunday, or Federal Holiday, the report shall be due the next business day.

F.3.4 CONTRACT MEETINGS

Contract meetings shall occur monthly (or as needed) with the COR and/or COR designee to report on the program's progress and Contractor responsiveness. In addition, contract administration reviews shall occur based on the deliverables outlined below in section F.

F.3.5 OTHER MEETINGS

The DEEOIC may require the Contractor's participation and presentation in other meetings as required. The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The COR and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the COR will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. In addition, the Contractor shall make available quarterly conference calls between DEEOIC and the Contractor physicians to address questions or discuss ongoing issues. These meeting shall be at no additional cost to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGER

The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Manager is absent shall be designated in writing to the COR. The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

Individually named management and administrative staff shall be proposed for the full duration of the effort necessary to satisfy the requirements of the contract in accordance with the work schedule and staff loading. Management personnel should have at least five (5) years of experience successfully overseeing the type and scope of work called for by this contract. Administrative personnel should have at least three (3) years of experience in the successful administration of projects of the type called for by this contract. Persons who may be assigned to fill these roles on this contract subsequent to award shall have equivalent or superior credentials, qualifications and experience.

G.2 SUBMISSION OF INVOICES

1. Designated Billing Office. The Contractor should submit one (1) invoice (original only) for each of the medical opinion reports delivered to the originating DEEOIC District Office (Jacksonville, Cleveland, Denver, and Seattle).

The addresses for the Division of Energy Employees Occupational Illness Compensation District Offices are:

U.S. Department of Labor
Office of Workers' Compensation Programs
Division of Energy Employees Occupational Illness Compensation
400 West Bay Street, Suite 722
Jacksonville, FL 32202

U.S. Department of Labor
Office of Workers' Compensation Programs
Division of Energy Employees Occupational Illness Compensation
1001 Lakeside Avenue, Suite 350
Cleveland, OH 44114

U.S. Department of Labor
Office of Workers' Compensation Programs
Division of Energy Employees Occupational Illness Compensation
One Denver Federal Center
Building 53, Room B1501
Denver, CO 80225-0601

U.S. Department of Labor
Office of Workers' Compensation Programs
Division of Energy Employees Occupational Illness Compensation
300 5th Avenue, Suite 1050E
Seattle, WA 98104

2. Format of Invoices. In addition to the items required in FAR 52.212-4, a proper invoice must be submitted on a Form OWCP-1500 (HCFA-1500), and must include the following information and attached documentation:

- a. Contractor's tax identification number (EIN or SSN) (at box 25),
- b. all charges itemized by appropriate CPT or DOL code (at box 24),
- c. all charges associated with a discrete claim number (at box 11),
- d. all charges identified by dates upon which services were rendered (at box 24),
- e. a separate distinct invoice number (at box 19),
- f. name, degree or credential, and medical specialty of physician performing the billed service(s) (at box 31),
- g. a dated signature by a responsible official of the Contractor (in box 31),
- h. address, with ZIP code, of facility where services were rendered (at box 32),

3. Interest on Overdue Payments.

- a. The Prompt Payment Act, Public law 97-177 (96 Stat.85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Hold Harmless and Indemnification Agreement

The contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever, kind of nature to include injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way under the terms of this contract, resulting in whole or in part from the negligent act or omissions of the Contractor or subcontractor.

H.2 Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

H.3 Handling of Government Furnished Items

The contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this contract, that are not intended for public disclosure.

The material and information made available to the contractor by the Government, or that the contractor comes into contact with in completing this contract, are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of this contract are also the exclusive property of the Government. Upon completion or termination of this contract, the contractor shall turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of this contract.

H.4 Government Rights to Inspection

The Government, through its authorized representative, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed, or being performed, hereunder and shall notify the contractor of unsatisfactory performance. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work being performed.

It will be the responsibility of the COR and the Contract Manager to ensure that adequate records of the inspection or evaluation are kept to support acceptance or rejection of work performed or being performed.

Acceptance or rejection will be made by the COR or other Government official designated by the contracting officer.

H.5 Interpreter Services

Interpreter Services:

In some cases, a claimant may require interpreter services during the appointment with the medical provider. Authorization for this expense should be obtained prior to the services, if possible. Request for authorization must be sent to the COR. Interpreter services will be reimbursed in accordance with OWCP Fee Schedule.

For face to face interpreter requests please provide the following information to the COR:

- Claimant's name
- District Office
- Case Number
- Claimant's language/dialect
- Nature of the appointment

Medical Records Translation Services:

In some cases, DEEOIC may require the translation of a DEEOIC employee's medical records. Approval request for these services must be sent to the COR. The invoice for payment should include date of the service, the name of the employee, the case file number, the total number of pages and fee for service. Medical records translation will be reimbursed in accordance with OWCP Fee Schedule.

Interpreters must have successfully completed an official interpreter training. The interpreter should not use any internet translator websites. The interpreter must interpret the exact meaning of what is being said without editing, adding or deleting anything. The contractor is not allowed to use a family member or friend of the DEEOIC employee/claimant for interpreter services.

Medical Records Translation Itemize Bill must include:

- File Number
- Employee Name
- Number of documents translated
- Number of words translated
- Language translated
- Total cost of translation

H.6 Key Personnel

Each Contract awardee shall designate a Contract Manager (the Key Personnel position for this Contract) who is responsible for overall coordination of the resulting contract with the Government. Contract management shall be provided at no direct cost under the resultant contract.

H.7 Contract Manager

The Contractor shall assign a Contract Manager (a Key Personnel Position for this Contract) who is responsible for overall coordination of their contract with the Government. Contract management shall be provided at no direct cost under the resultant contract.

Name: _____
Title: _____
Address: _____
Email: _____
Phone#: _____

H.8 Supervision of Employees

The contractor's employees shall remain under the contractor's direct supervision at all times. Although the Government will coordinate directions within the scope of the contract, detailed instruction for the contractor's employees and supervision shall remain the responsibility of the contractor.

H.9 Certificate of Liability Insurance

In accordance with 10 U.S.C. 2304 and 41 U.S.C. 253, the Government anticipates award of a Contract Medical Consultant contract which includes non-personal health care services under which the contractor and its subcontractors are independent contractors.

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) therefore;

Prior to award, the apparent successful offeror shall submit evidence of its insurability concerning the medical liability insurance required by Section I, 52.237-7 "Indemnification and Medical Liability Insurance". The offeror is also required to maintain such insurance in an amount acceptable to the Contracting Officer, which is not less than the amount normally prevailing within the local community for the medical specialty concerned. The offeror shall ensure all subcontractors are appropriately insured and shall provide such proof, when requested, to the contracting officer. The offerors Certificate of Medical Liability Insurance shall be provided annually or as requested by the Contracting Officer.

H.10 Subcontracting Goals

Offerors (large businesses only) with an anticipated contract award greater than \$650,000 shall submit a Subcontracting Plan, when applicable. DOL's small business subcontracting goals for FY 2015 are as follows: (Note: Any necessary updates to the below subcontracting goals (i.e. FY 2016 Goals) will identified by an amendment to the solicitation.)

| Socio-economic Program | FY 2015 Goals |
|---|----------------------|
| small business | 60% |
| small disadvantaged business | 11% |
| women owned small business | 7% |
| HUB Zone small business | 3% |
| Veteran owned small business | 3% |
| service disabled veteran owned small business | 3% |

H.11 Billing for Services

No bill will be paid unless it is submitted to OWCP on or before December 31st of the year following the calendar year in which the expense was incurred or the claim (or specific condition, as appropriate) was first accepted as compensable by OWCP, whichever is later.

All billing and payment for medical and interpreter services shall be in accordance with the OWCP Fee Schedule unless otherwise stated under Section B "Schedule of Supplies/Services and Prices/Costs" of the resulting contract. Unless the amount involved is minor, OWCP will advise the payee fully of any adjustments to the bill by letter which explains the amount of the deletion or reduction, the particular charge affected, the reasons for the action, and the amount for which the bill is being approved. If a bill is reduced because the charges exceed the amount allowed by the OWCP fee schedule, a separate notice will be provided.

All bills must be sufficiently itemized to allow for evaluation of the charges. The Current Procedural Terminology (CPT) code for each medical, surgical, X-ray or laboratory service should be shown on the OWCP authorized form, and bills should show the dates when the services or supplies were furnished. Individual dates are not necessary if

the bill is for repetitive charges over a period of time. In such cases the billing should show the beginning and ending dates of service, and the number of units of service.

H.12 Correspondence or Telephone Inquiries Related to DEEOIC Claims or Claimants

All correspondence or telephone inquiries involving specific OWCP/DEEOIC claims or claimants should be documented and referred to the COR for appropriate action.

H.13 Conflict of Interest

The contractor shall not engage in scheduling or executing medical examination services at the request of a DEEOIC claimant, another federal agency or any other entity that would give the appearance of a conflict of interest. Any referral request to perform medical examination services for a DEEOIC workers' compensation case received from a source other than DEEOIC may not be performed without the Contracting Officer's approval.

The Contractor shall provide a plan to ensure physician and medical specialists are not engaged in providing workers' compensation, disability or impairment rating medical examination services for other government agencies prior to the use of such physician or medical specialist. The Contractor shall ensure verification is conducted prior to the execution of the scheduled medical examination service.

The Contractor shall also ensure that a conflict of interest does not exist between the scheduled qualified physicians or medical specialist, the claimant, with the claimant's treating physician, with any physician previously providing services to the claimant, or with any staff member employed by the scheduled qualified physician or medical specialist who may know or have knowledge of the claimant. A conflict of interest exists when the Contractor's scheduled physician, medical specialist or their staff has either a direct familial or marital relationship, a past or current personal or professional relationship, with the claimant or the physicians providing medical care relating to the claimant's workers' compensation claim.

H.14 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract may receive have access to or participate in the development of proprietary or source selection information (e.g. cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by OCI.

H.15 Freedom of Information Requests

The Government may receive requests for information under the requirements of the Freedom of Information Act (FOIA). Executive Order 12600, issued June 23, 1987, and Department of Labor Regulation §70.26, provide for pre-disclosure notification to submitters of records if confidential commercial information is contained in the records requested under the FOIA. A "submitter" means any person or entity who provides commercial or financial information to the government. "Confidential commercial information" is defined as records provided to the government by a submitter that arguably contain material exempt from release under Exemption 4 of the Freedom of Information Act, 5 U.S.C. 552(b)(4), because disclosure could reasonably be expected to cause substantial competitive harm.

In the event the Government receives a FOIA, a notification will afford the company (the submitter), or its designee, a reasonable period of time in which to object to the disclosure of any specific portion of the information contained in the records, and to state all grounds upon which disclosure is opposed under Exemption 4 of the FOIA. Any claim of competitive harm must be supported by facts explaining how release of this information could be used by competitors to disadvantage your company. The contractor will be provided 7 days from date of the Government's notification to provide a written response by email, mail, fax, or both, of any objections the submitter may have to the release of specific information contained in your proposal which may be deemed to be confidential commercial or financial information under Exemption 4 of the FOIA. All statements should support and justify the claim(s), as they will be used in conjunction with other information to make a final determination as to its release.

Please note that failure to provide comments within 7 days will be considered a non-response and thus the submitter's full consent to release the information in total, subject to FOIA exemptions or federal statutes prohibiting the release of such information. In addition, prior to the Government's decision to release such records, the Government will notify the submitter of the Government's decision. Any additional comments received will be reviewed for their altering impact prior to the release of records.

H.16 Past Performance Information

It is the Department of Labor's intent to collect complete performance evaluations for each offeror. The requiring office, The Office of Workers' Compensation Programs, will assess the Contractor's performance in areas such as quality, quantity and timeliness. Such ratings may have bearing on the contractor's likelihood to receive future contracts. Additionally, evaluators may retrieve past performance reports electronically at Past Performance Information Retrieval System (PPIRS) located at www.ppirs.gov or Contractors Past Performance Retrieval System (CPARS) located at www.cpars.gov. Please contact the CO for specific reporting system applicable to this contract.

It is incumbent upon the COR to complete a performance record (including but not limited to measures of quality, schedule timeliness, performance goal attainment, cost goal compliance, customer satisfaction and good faith efforts in achieving subcontracting goals etc.) for services received at least annually for services with a performance period in excess of one year. Performance evaluations should be submitted to the administrative CO after contract award. Contractors should be cognizant of this requirement and exercise their right to contribute to the final performance record. Organizations of caliber will not only plan for good performance, but also be aware of their current performance as perceived by the Government, and take steps (i.e. requesting interim evaluations, holding meetings with the Government, corrective action if required etc.) to ensure performance is satisfactory throughout the life of the contract so there will be no surprises at the completion of work.

Contractors are invited to document their performance under each contract order and submit it the CO and COR. All contractor documentation or rebuttal statements will be reviewed by the COR for final decision and prior to a final past performance report for that reporting period. This standing invitation constitutes the DOL, OWCP effort to afford an opportunity for contractors to address adverse ratings before they are utilized in a future selection process. A file of all received Government performance records and any contractor rebuttal statements will be maintained and made available to interested parties in accordance with FAR 42.15 "Contractor Performance Information". All Past Performance will be maintained in accordance with Source Selection Information.

H.17 Privacy

Portions of information disclosed during the performance of this task are protected by the provisions of the Privacy Act of 1974; therefore, all personnel and subcontractors assigned to this Contract shall be required to take proper precautions to protect the information from disclosure

H.18 Reports of Fraud

All OWCP contractors or providers are expected to report fraud or suspected abuse whenever suspected in the claims process. Whenever an OWCP contractor or provider is contacted by an individual, whether a private citizen or government official, with allegations or information regarding suspected fraud related to a DEEOIC claim, the individual will be referred immediately to the COR for further action.

H.19 Post Award Conference/Periodic Progress Meetings

The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulations subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve the outstanding issues. These meetings shall be at no additional cost to the government.

SECTION I - CONTRACT CLAUSES

I.1 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 address: <http://farsite.hill.af.mil/>

52.202-1 Definitions. (NOV 2013)

52.203-3 Gratuities. (APR 1984)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEPT 2007)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.204-2 Security Requirements. (AUG 1996)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

52.212-4 Contract Terms and Conditions - Commercial Items. (DEC 2014)

52.215-2 Audit and Records - Negotiation. (OCT 2010)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.232-1 Payments. (APR 1984)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-11 Extras. (APR 1984)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

- 52.232-37 Multiple Payment Arrangements. (MAY 1999)
- 52.233-1 Disputes (MAY 2014)
- 52.237-3 Continuity of Services. (JAN 1991)
- 52.237-7 Indemnification and Medical Liability Insurance. (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.242-15 Stop Work Order (AUG 1989)
- 52.242-17 Government Delay of Work (APR 1984)
- 52.243-1 Changes—Fixed-Price. (AUG 19987)
- 52.246-4 Inspection of Services – Fixed Price (AUG 1996)
- 52.246-25 Limitation of Liability - Services. (FEB 1997)
- 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
- 52.253-1 Computer Generated Forms. (JAN 1991)
- 52.204-7 System for Award Management. (JUL 2013)
- 52.217-5 Evaluation of Options. (JUL 1990)

I.2 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (APR 2015)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

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

(10) (Reserved)

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

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

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

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

(13) (Reserved)

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

[X] (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

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

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

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

[] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[X] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

[] (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)+(E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-13.

[] (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

[] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[](ii) *Alternate I* (JUN 2014) of 52.223-16.

[X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

[] (ii) *Alternate I* (MAY 2014) of 52.225-3.

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

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

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

(ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

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

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 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.

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

(xi) __ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years from date of award.

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

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

(End of clause)

I.4 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 a quantity of 1 (one), 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 maximum amounts identified in Schedule B;

(2) Any order for a combination of items in excess of the maximum amounts identified in Schedule B; 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 2 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)

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

**I.8 52.219-28 POST- AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
(JUL 2013)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the

Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 621111 assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

Authorized Signature

Name/Title

Date

I.9 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror does does not certify that—

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR [22.1003-4\(d\)\(3\)](#) that the Service Contract Labor Standards statute—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **the base period (see schedule)**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made through the benefits fund. No legal liability on the part of the Government for any payment may arise for performance under this contract **beyond the existing period of performance**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.11 52.233-2 -- SERVICE OF PROTEST (SEPT 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 stepney.kim.l@dol.gov. or at

*Kim Stepney
U.S. Department of Labor
200 Constitution Ave., NW
OASAM Office of Procurement Services RM S4307
Washington DC 20210*

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

I.12 DOL 2012-01 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE - OCI-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (DECEMBER 2012)

This clause supplements the FAR provisions on organizational conflicts of interest, located at FAR subpart 9.500 and should be read in conjunction with these provisions. To the extent there is any inconsistency or confusion between the two provisions, the FAR provision controls.

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded, future Government contracts.

The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the Contracting Officer as general guidance in individual contract situations:

- (1) **Unequal Access to Information.** The performance of this contract may provide access to “nonpublic information,” which could provide the contractor an unfair competitive advantage in later solicitations or competitions for other DOL contracts. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the same nonpublic information that is related to the future procurement action. If you, as a contractor, in performing this contract, obtain nonpublic information that is relevant to a future procurement action, you may be required to submit and negotiate an acceptable mitigation plan prior to being deemed eligible to compete on the future action. Alternatively, the “nonpublic information” may be provided to all offerors.
- (2) **Biased Ground Rules.** Your contract with DOL may have, in some fashion, established important “ground rules” for another DOL procurement in which you may desire to be a competitor. For example, this contract may involve you drafting the statement of work, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.
- (3) **Impaired Objectivity.** The performance of this contract may result in the contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor’s ability to render impartial advice to DOL could appear to be undermined by the contractor’s financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a “walling off” of lines of communication between entities or divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that a contractor may be placed in a position to provide evaluations and assessments of itself or other entities with which it has a significant financial relationship, the affected contractor should notify DOL immediately. The contractor may also be required to provide a mitigation plan that includes recusal by the contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

(b) In order to prevent a future OCI of any kind, the Contractor shall be subject to the following restrictions:

(1) The Contractor may be excluded from competition for, or award of, any government contracts as to which, in the course of performing another contract, the Contractor has received nonpublic and competitively relevant information before such information has been made generally available to other persons or firms.

(2) The Contractor may be excluded from competition for, or award of, any government contract for which the contractor actually assisted or participated in the development of specifications or statements of work.

(3) The Contractor may be excluded from competition for or award of, any government contract which calls for it to evaluate itself, any affiliate, or any products or services produced or performed thereby.

(4) The Contractor may be excluded from competition for, or award of, any government contract calling for the production or performance of any product or service for which the Contractor participated in the development of requirements or definitions pursuant to another contract.

(c) This clause shall not exclude the Contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition but the Contracting Officer may require a mitigation plan or other steps as needed to ensure that there has not been an unequal access to nonpublic competitively sensitive information.

(d) The term “contractor” as used in this clause, includes any person, firm or corporation that owns or controls, or is owned or controlled by, the contractor. The term also includes the corporate officers of the contractor.

(e) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder, or such other period as the Contracting Officer shall direct.

(f) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(End of Clause)

I.13 DOL 2015-03 Internet Protocol Version 6 (IPv6) Clause (May 2015)

(a) Any system or product that includes: hardware, software, firmware, and/or networked components including but not limited to voice, video, or data that is developed, procured, or acquired in support and/or performance of this requirement shall be capable of transmitting, receiving, processing, or forwarding digital information across system boundaries that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program.

- (b) This IPv6 capable system or product shall maintain interoperability with IPv4 systems and provide the same level of performance and reliability capabilities of IPv4 systems.
- (c) This IPv6 capable system or product shall have available IPv4 and IPv6 technical support for development, implementation, and troubleshooting of the system.
- (d) This IPv6 capable system or product can be upgraded, or the vendor will provide an appropriate migration path for industry-required changes to IPv6 as the technology evolves, at no additional cost to the Government.
- (e) This IPv6 capable system or product must be able to operate on networks supporting IPv4 IPv6, as well as networks that support both.
- (f) Any system or product whose IPv6 non-compliance is discovered and made known to the vendor/contractor within 12 months of the start of performance shall be upgraded, modified, replaced, or brought in to compliance at no additional cost to the Federal Government.

(End of clause)

I.14 DOL 2012-02 CONTRACTOR'S OBLIGATION TO NOTIFY THE CONTRACTING OFFICER OF A REQUEST TO CHANGE THE CONTRACT SCOPE (CONTRACTOR'S OBLIGATION CLAUSE)

(a) Except for changes identified in writing and signed by the Contracting Officer, the Contractor is required to notify, within five working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the Contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the Contractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change in scope;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in, or knowledgeable about, such conduct;
- (3) The identification of any documents and substance of any oral communication involved in such conduct;

(b) Following submission of this notice, the Contractor shall continue performance in accordance with the contract terms and conditions, unless notified otherwise by the Contracting Officer.

(c) The Contracting Officer shall promptly, within 5 business days after receipt of notice from the Contractor, respond to the notice in writing. In responding, the Contracting Officer shall either:

- (1) Confirm that the Contractor's notice identifies a change in the scope of the contract and directs the Contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;
- (2) Deny that the Contractor's notice identifies a change in scope and instruct the Contractor to continue performance under the contract; or
- (3) In the event the Contractor's notice does not provide sufficient information to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of clause)

I.15 DOL 2014-03 SECTION 508 - (JUNE 2014)

Section 508 of the Rehabilitation Act, as amended in 1998 by Public Law 105-220 (the Workforce Investment Act), applies to Federal Agencies and the Contractors acting in support of the Agency. The Contractor is required to provide Section 508 systems and components when Federal agencies develop, procure, maintain, or use Electronic and Information Technology (EIT). The contractor shall ensure that its system and components allow Federal employees and members of the public with disabilities to access and use of information and data that is comparable to the access afforded Federal employees and members of the public who are not individuals with disabilities. The term electronic and information technology includes, but is not limited to, computers, printers, software applications, telecommunications products (such as telephones), information kiosks and transaction machines, Internet/Intranet sites, multimedia, and office equipment such as copiers and fax machines.

For all EIT procured, maintained, developed or used at DOL to include electronic documents, software, websites and webpages created or maintained by the Contractor, in order to meet Section 508 accessibility requirements, the Contractor shall:

1. Provide summary narrative text descriptions or a data tables describing each complex graphic (e.g., pie graphs, line graphs, maps, bar graphs, flow charts) in a separate comma-separated values/character-separated values (CSV) file.
2. Label each figure or graphic image with an alternate text description.
3. Contracted vendor support staffs producing EIT deliverables must have a working knowledge of Section 508 and performing Quality Assurance Testing for Section 508; must include this information for the individuals proposed on the contract.
4. Contractors are responsible for having updated authoring and testing tools to produce Section 508 output on their own; the Government will not provide these tools.
5. Unless otherwise stated in the specification of the Contract, two digital copies of any report over 25 pages shall be delivered in media formats readable by Windows-based programs; one copy shall be formatted in Microsoft Word and the second shall be in the Portable Document Format (PDF). Color and/or black white PDFs are acceptable. Unless permitted by the specifications, reports shall not be submitted in HTML format.

Additional information about accessibility standards related to Section 508 may be found at <http://section508.gov/> . The Section 508 Standards provide the minimum Government requirements. Additional information on creating accessible .pdf files is available at <http://www.section508.gov/docs/pdfguidanceforgovernment.pdf>.

(End of clause)

I.16 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 37.20(a)(1) is incorporated by reference into this contract. The assurance provides that the contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(End of clause)

I.17 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) TBD is hereby designated to act as contracting officer's technical representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract 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 must issue such change

(End of clause)

SECTION J – LIST OF ATTACHMENTS

| <u>ATTACHMENT</u> | <u>DESCRIPTION</u> | <u>NUMBER OF PAGES</u> |
|--------------------------|---|-------------------------------|
| Exhibit A-1 | Medical Consultant Referral Form for Case File Review (Example) | 1 |
| Exhibit B | SOAF format (Example) | 1 |
| Exhibit C | List of Questions for the CMC to address (Example) | 1 |

EXHIBIT A-1

Sample Medical Consultant Referral Form for Case File Review

Employee's Full Name:

Case Number:

I. Purpose of Referral (check one or more):

Impairment Evaluation
Part B CBD/Silicosis Review
Part E CBD
Causation

Diagnostic Clarification
Incapable of Self Support
Wage Loss
Second Medical Opinion _____

II. Preferred Medical Specialty (check one or more):

Aerospace Medicine
Anesthesiology
Emergency Medicine
Family Practice
Forensic Medicine
General Preventive Medicine
Geriatric Medicine

Hematology
Internal Medicine
Neurology
Obstetrics-Gynecology
Occupational Medicine
Oncology
Pain Medicine

Pathology
Pulmonary Diseases
Rehabilitation Medicine
Surgery
Toxicology
Other: _____
Other: _____

III. Requested Impairment Evaluation (check one, if more than one organ system evaluation needed check **Whole Body**)

Cardiovascular(Heart/Blood Vessel)
Digestive Tract
Ear, Nose, Throat (ENT)
Endocrine
Eye

Hematopoietic (Blood)
Mental/Behavioral
Musculoskeletal
Neurology (Nervous)
Pain

Pulmonary (Lung)
Skin
Urinary/Reproductive
Whole Body
Other: _____

IV. The following physicians have been involved with this case:

1. _____ 3. _____
2. _____ 4. _____

V. Medical Condition/s Claimed:

Attachments:

Statement of Accepted Facts (SOAF) with questions for resolution
Copies of medical reports
X-rays
Other (specify): _____

(Printed Name)

(Title)

(Signature)

(Date)

EXHIBIT C

SAMPLE QUESTIONS FOR DISTRICT MEDICAL CONSULTANTS

1. Impairment

Please provide a whole body impairment rating for the accepted conditions listed above in accordance with the 5th Edition of the American Medical Association Guides to the Evaluation of Permanent Impairment with specific page and table references included in your report. Please provide the rationale and objective findings to support your conclusions.

2. Impairment

If it is not possible to complete an impairment rating based on the medical evidence we provided, please advise us what medical records and/or testing is required to complete the rating.

3. Diagnosis

In your opinion, do the medical records support a diagnosis of a medical condition? If so, please provide the first date of diagnosis, diagnosis, and the ICD code.

4. Causation

If a medical condition was diagnosed, in your opinion is it at least as likely as not that exposure to toxic substances during the course of employment at covered facility was a significant factor in aggravating, contributing to, or causing the employee's medical condition?

5. Causation

Does the employee's work history and exposure potential make it at least as likely as not that the exposure to the toxic substances was a significant factor in causing, contributing to or aggravating the employee's medical condition?

6. Causation

If so, please provide the earliest date of diagnosis(es) and ICD code of the condition you believe is related. Please provide the rationale and objective findings to support your conclusion that the condition(s) are related to the work exposure.

Claims Examiner

(Printed Name)

(Signature)

(Date)

SECTION K – OFFEROR REPRESENTATIONS AND CERTIFICATIONS

K.1 52.212-3 Offeror Representations and Certifications-Commercial Items. (MAR 2015)

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

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

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

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (p) 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

_____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No. _____
Country of Origin: _____
(List as necessary)

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

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

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

Canadian End Products:

Line Item No. _____

\$(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

\$(List as necessary)

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

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

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

| Line Item No. | Country of Origin |
|---------------------|-------------------|
| | |
| | |
| | |
| (List as necessary) | |

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

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

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

Other End Products:

Line item No.: _____

Country of origin: _____

(List as necessary)

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

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

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

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

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

(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 products.

Listed End Product: _____

Listed Countries of Origin: _____

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the

offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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 products.*

Listed End Product

[]

Listed Countries of Origin

[]

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

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

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

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

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

(2) ___ Outside the United States.

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) *Common parent.*

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) *Representation.* By submission of its offer, the offeror represents that-

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number 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)]

(End of provision)

SECTION L – INSTRUCTIONS TO OFFERORS

L.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(End of provision)

L.3 SUBMISSION

The requirements are Volumes I-Technical, Volume II- Past Performance and Volume III- Price (include Subcontracting Plan with Volume III - Price). Files shall not contain classified data. The intent of this standardized format is not to limit creativity. Creativity is permitted within the parameters below to allow the Government a more fair and easy assessment of offers. The offeror's proposal shall be submitted via email only. **The offeror's proposal shall consist of three (3) separate volumes.**

Clarifying questions regarding this RFP must be submitted (in writing only) to **Contract Specialist Roxanne Yorgason by email at Yorgason.Roxanne.A@dol.gov**. Responses to questions submitted will be responded as an amendment to the RFP on the Federal Business Opportunities website. No questions posed via telephone will be accepted.

The Government may reject the offer if such action is in the public interest; and waive informalities and minor irregularities in the offer received

L.3.A Document Format: The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters.

Margins – Top, Bottom, Left, Right – 1”

Gutter – 0”

From Edge – Header, Footer – 0.5”

Page Size, Width – 8.5”

Page Size, Height – 11”

The following additional restrictions apply: Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Times New Roman fonts are required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

L.3.B File Packaging: Proposals shall be submitted in three volumes, as outlined above, Proposal Submission. Offerors shall attach a cover sheet to each volume, which clearly identifies each volume-by-volume number and volume name (i.e., Volume I, Technical), Request for Proposal (RFP) number, and date of submission. Use a table of contents to identify all sections within a particular proposal volume.

L.3.C Page Count: The page count is as follows:

| Proposal Part | Page Count |
|------------------------------|---|
| Volume I – Technical | NTE 30 pages, excluding the covers, title pages, executive summaries, and table of contents and resumes. Note: The offeror may submit provider documentation as a separate volume(s) as an addendum but must be clearly identified as such. Physician/specialists experience and qualifications documentation may be submitted as digital copies (three) and do not need redacting. |
| Volume II – Past Performance | NTE 10 pages, excluding covers, title pages, executive summaries, and table of contents. |
| Volume III – Price | Volume III includes prices offered and Subcontracting Plan (when applicable). There is no page limitation for Volume III. |

Those pages that exceed the page counts for each volume or attachment will not be evaluated. If there are more than forty-five (45) printed lines of text on any page, the sum of the additional lines will be removed from back to front of the particular volume or attachment and will not be evaluated.

L.3.D Submission Format/File Packaging: Contractors shall submit proposals in three volumes, as outlined above. The contractor shall submit two (2) PDF versions (redacted and non-redacted) of the contractor's response to the Contract Specialist, as outlined in the solicitation posted to FBO.gov. The redacted version shall remove any information/markings which may identify the contractor's identity and/or company information.

L.3.E Content Requirements: All information shall be confined to the appropriate volume. The applicant shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal shall consist of a Table of Contents, Summary Section and the Narrative discussion. The Summary Section shall contain a brief abstract of the volume. Proprietary information shall be clearly marked.

VOLUME I – TECHNICAL - The Government will evaluate the Offeror's Technical Approach on its quality, feasibility, practicability, innovativeness, and appropriateness in accomplishing the tasks and deliverables of this contract from a technical perspective. The Government will also evaluate the Offerors on the clarity of their approach and their ability to convey to the Government their understanding of and ability to perform the requirements of this PWS. The Government will also evaluate the extent to which potential risks are identified and mitigated for all elements described in the PWS. The Offeror shall address all requirements for the Technical Approach Factor (Sub-Factor 1 through Sub-Factor 6) and demonstrate the ability to meet or exceed the requirements of the solicitation.

VOLUME II – PAST PERFORMANCE - Past Performance will assess the Offeror's ability to perform the effort described in this solicitation, based on the Offeror's demonstrated present and past performance. The Government is seeking to determine whether the Offeror has experience, demonstrated performance

and the proven current technical expertise that will enable the Offeror to consistently deliver high quality products and services. In evaluating past performance, the Government will take into consideration the relevance of experience and past performance quality. The Government will make reasonable effort to contact references provided.

Past Performance shall be evaluated in accordance with FAR 15.305.

The offer will be evaluated on the currency, size, scope, and responsibilities of the Offeror in engagements relevant to the requirements of this contract. In accordance with FAR 15.305(a) (2) (iv), **Offerors without relevant Past Performance experience, or for whom information on Past Performance is not available, shall not be evaluated favorably or unfavorably on Past Performance.**

The Government will evaluate Past Performance using information from databases such as the Contractor Performance Assessment Reporting System (CPARS) and the Past Performance Information Retrieval System (PPIRS).

The Government will evaluate past performance of 3 current or previous contracts for relevancy (within the last 3 years) based on how well the contractor performed on projects of similar dollar value, scope, and complexity. Vendors are advised that the Government may use past performance information obtained from centralized past performance databases and sources other than those identified by the Vendor and the information obtained may be used for both the responsibility determination and the best value decision. The absence of past performance data will be rated neither favorably nor unfavorably. Contracts listed may include those entered into with Government agencies or private sectors. For contractors with no relevant corporate past performance, the Government may take into account information regarding the past performance of predecessor companies, key personnel with relevant past performance, or subcontractors that will perform key aspects of the requirement.

After reviewing all recent and relevant Past Performance references, assessing the Offeror's quality of performance under those references, and considering all other sources of Past Performance data, the Government provide an overall Past Performance confidence assessment rating.

Offerors will be evaluated on the extent and quality of their own corporate Past Performance (including that of established affiliates, subsidiaries, units or divisions of the Offeror's own company or parent company that are being proposed to support this effort).

As such, **the Offeror's own corporate Past Performance (as a Prime Contractor) will be weighed significantly more heavily than the Offeror's experience as a Subcontractor.**

Past Performance information performed entirely by an Offeror's proposed Subcontractor, or the proposed Subcontractor and an entity other than the Offeror **will not** be evaluated.

VOLUME III – PRICE

The Government will evaluate price proposals to determine realism and reasonableness. Prices that are excessively high or low may be considered unrealistic and unreasonable, and may receive no further consideration. The government will be evaluating all proposals to determine best value.

The Government will evaluate offers for award purposes by evaluating prices for the Base Year and Option Years. Offers that do not include prices for the Option Years may be rejected and may not be considered further for award. Evaluation of options will not obligate the Government to exercise the

options. All pricing must be specific to the CLINS and government will not fund any administrative or IT expenses outside of the price per unit within the CLINS.

The Price/Cost proposed will be evaluated, but not scored. Total price will be evaluated for fairness and reasonableness using the techniques in FAR 15.404-1(b) (2).

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions are pertinent to this requirement and are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 Solicitation Provisions Incorporated by reference". See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

M.2 52.212-2 ADDENDUM TO EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a single 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:

Basis for Award: Award will be made to a **single** responsible Offeror whose proposal conforming to the solicitation is advantageous to the Government based on a technical approach that is determined to be beneficial to the Government, with appropriate consideration given to the three evaluation factors: Technical Capability, Past Performance, and Price. Award will be based on the best value and the procedures in FAR Part 15. The Government reserves the right to award without discussions to respective Offerors. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint. In the event the Government determines discussions are necessary, the Government reserves the rights to conduct discussion if deemed in its best interest. The Contracting Officer shall also conduct a price analysis in accordance with the techniques in FAR 15.404.

(b) **NOTE:** To receive consideration for award, the Technical Capability Sub-Factors must ALL be determined Technically Acceptable to be rated Technically Acceptable under Factor I – Technical Capability. **A rating below "Acceptable" in any one Sub-Factor will render an overall Technically Unacceptable rating for Factor 1 - Technical Capability.**

Offerors are cautioned that an award may not necessarily be made to the lowest price Offeror; or, if non-price Factors are evaluated as comparatively equal between two or more Offerors, price may become a determinative Factor.

VOLUME I – TECHNICAL

| Sub-Factor | Minimum Criteria |
|--|--|
| <p>Sub-Factor 1: Offeror's Technical Approach to Project Management</p> | <p>Plan for securing timely services of appropriate and qualified medical specialists;</p> <p>Plan for effective communication with DEEOIC District Office staff and COR designee; Plan for timely scheduling of appointments and notification to claimants and DEEOIC staff;</p> <p>Communication Sub Component</p> <ul style="list-style-type: none"> • The winning contractor must provide a web-based, secured portal, to facilitate the transfer of claimant personal and health data, as well as reports between the contractor and the government. <p>Plans for assuring consistency and quality of medical reports;</p> <p>Plan for assuring proper use of 5th Edition AMA Guides for impairment evaluations;</p> <p>Plan for assuring security and confidentiality of medical records and related materials;</p> <p>Plan for training/instructing physician specialists to respond timely and effectively to DEEOIC requirements.</p> |
| <p>Sub-Factor 2: Offeror's Staffing Plan</p> | <p>Adequacy of offeror's staffing plan, including identification of back-up personnel. The Offeror's must provide sufficient personnel and medical specialists, both in numbers and qualifications, to perform all work associated with the PWS. The offeror's employees shall remain under the Contractor's direct supervision at all times and each contract service provider (medical specialists) shall be accountable solely to the offeror who, in turn is responsible to the Government for ensuring all services are provided in accordance with the contract's terms and conditions.</p> <p>This factor also measures Offeror's approach to:</p> <ul style="list-style-type: none"> • Adapting to rapidly changing priorities and direction • Manage quality • Managing and staffing the entire team, including approach to retaining and/or replacing employees, including managing subcontractors • Maintain continuity of staff for Government required key positions during both the implementation and operations phases |

| Sub-Factor | Minimum Criteria |
|--|--|
| Sub-Factor 3: Experience and Qualifications | <p>The Offeror's relevant key-personnel qualifications information must thoroughly describe the skills, abilities, and experiences of the proposed key personnel. The Offeror's relevant key-personnel qualifications information must thoroughly describe the skills, abilities, and experiences of the proposed key personnel. The Offeror's Key Personnel qualifications documentation must provide sufficient detail to demonstrate that the Offeror will provide quantity and quality of skilled workforce necessary to successfully meet the technical and managerial requirements described in applicable requirements. The evaluation of Key Personnel qualifications will be based upon content, completeness and thoroughness of the data submitted, as well as the relevance of the skills, abilities and experience of the person as relates to the role they are proposed to perform in meeting the requirements of the solicitation.</p> <p>Management personnel should have at least five (5) years of experience successfully overseeing the type and scope of work called for by this contract. Administrative personnel should have at least three (3) years of experience in the successful administration of projects of the type called for by this contract</p> <p>Additional Experience Criteria:</p> <p>Offeror's past performance and experience with case file reviews for causation opinions and impairment evaluations;</p> <p>Offeror's past performance and experience with second medical opinion evaluations and Referee medical opinion evaluations;</p> <p>Offeror's past performance and experience with second medical opinion and referee medical evaluation in a workers' compensation context;</p> <p>Offeror's past performance and experience with scheduling medical examinations over a multi-state geographic area;</p> <p>Offeror's past performance and experience with managing clerical and administrative staff;</p> <p>Offeror's past performance and experience managing communication and business interactions with Physicians;</p> <p>Offeror's experience within the geographic boundaries to be covered in the entire United States.</p> <p>Offeror's past performance and experience training physicians in the use of the AMA Guides 5th Edition Impairment evaluations.</p> |
| Sub-Factor 4: Individual Physician/Specialists Availability to Serve in the United States | <p>Physician/Specialist availability for service on a national level for all geographic areas;</p> <p>Having a sufficient number of medical specialists available for service in the first six "most needed" specialties to meet solicitation requirements will be of highest importance for this factor;</p> <p>Having other medical specialists available for service will be less important than the previously noted six "most needed" specialties, but will be of equal importance among themselves for this factor.</p> |

| Sub-Factor | Minimum Criteria |
|--|--|
| <p>Sub-Factor 5: Individual Physicians' Experience and Qualifications</p> | <p>Physicians' specialist availability for service on a national level for all geographic areas. Having sufficient number of medical specialist available for service in "most needed" specialists to meet solicitation requirements will be of highest importance for this factor. While solicitation may require the services of CMCs certified by <u>any</u> of the medical specialty Boards recognized by the American Board of Medical Specialties, or by the American Osteopathic Association, most requirements will be concentrated in a few medical specialties. In addition to Occupational Medicine specialists, the Government primarily utilizes physicians with expertise in pulmonary diseases, oncology, hematology, neurology, dermatology, pathology, urology, gynecology, medical toxicology, family medicine, internal medicine, and internal medicine subspecialties.</p> <p>Individual Physician Qualifications:</p> <p>To be qualified to provide services under the proposed contract, all physicians must possess an M.D. degree or a D.O. degree. All physicians must hold a restricted license to practice medicine in the state in which they will perform examinations or otherwise practice under this contract. All physicians must be currently Board-certified in their respective specialties by one of the medical specialty Boards recognized by the American Board of Medical Specialties, or by the American Osteopathic Association. All physicians must be engaged in an active medical practice - a minimum of 240 hours of direct patient care over the previous twelve (12) months to perform second medical opinion evaluations and referee medical opinion evaluations. All physicians must be qualified to participate as a medical provider under the Energy Employees Occupational Illness Compensation Program Act, and as defined in 20CFR30.5 (dd); and must not be excluded or excludable from payment under the Act as defined in 20CFR30. 715-726.</p> |
| <p>Sub-Factor 6: Offeror's Demonstrated Understanding of the Work</p> | <p>Offeror's understanding of the specific role played by the causation evaluations, impairment evaluations, second medical opinions, and referee medical opinions in claims adjudication under the Energy Employees Occupational Illness Compensation Program Act; Offeror's understanding of the Contractor's role and responsibilities under the proposed Contract.</p> |

VOLUME II – PAST PERFORMANCE

The Government plan to evaluate past performance of three (3) previous contracts for current relevancy (5 years), with at least one (1) previous or current contract with relevancy within the past 12 months based on how well the contractor performed on projects of similar dollar value, scope, and complexity. Offerors are advised that the Government may use past performance information obtained from centralized past performance databases and sources other than those identified by the offeror and the information obtained may be used for both the responsibility determination and the best value decision. The absence of past performance data will be rated neither favorably nor unfavorably. Contracts listed may include those entered into with Government agencies or private sectors. For contractors with no relevant corporate past performance, the Government may take into account information regarding the past performance of predecessor companies, key personnel with relevant past performance.

VOLUME III – PRICE (Please submit Subcontracting Plan information with Volume III)

The Government will evaluate price proposals to determine realism and reasonableness. Prices that are excessively high or low may be considered unrealistic and unreasonable, and may receive no further consideration. The government will be evaluating all proposals to determine best value which will include the base and all options and the total of all options will be added to the base price of the basic requirement. (Evaluation of options shall not obligate the Government to exercise the options(s)).

(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).

M.3 Relative Order Importance of Factors:

- The Technical Capability Factor is significantly more important than the Past Performance Factor.
- The Technical Capability Factor is significantly more important than the Price Factor.
- The Technical Capability Sub-Factors are equal.
- The Past Performance Factor is more important than the Price Factor.
- All non-Price evaluation factors, when combined, are Significantly More Important than the Price Factor.