REQUEST FOR PROPOSAL

Central Texas Community Health Centers d/b/a CommUnityCare

2115 Kramer Lane, Suite 100 Austin, TX  78758
512-978-9016

For

Contract Sterilization Services
(Medical Instrument)

RFP 2017-08-001

Issue Date
08/23/17

RFP Summary:

CommUnityCare is seeking bids from qualified Bidders to submit proposals for contract decontamination and sterilization services for medical instruments in accordance with Joint Commission, federal, state and/or local requirements and who follows industry standards.
NOTICE TO BIDDER

Request For Proposal
RFP 2017-08-001

RFP Number: 2017-08-001
RFP Title: Contract Sterilization Services

RFP Start Date: 8/23/17
Pre-Proposal Meeting Date (Optional): None
Questions Due: 9/1/17
Response Date: 9/7/17
RFP Contact Purchasing Manager
tena.southwell@communitycaretx.org
RFP End Date: 9/19/17
Contract Duration: Two (2) year period with three (3) optional renewal periods

Responses and Prices Good for 90 days
Proposed budget: TBD

Only Paper Submittals will be accepted.

One original Proposal, 5 copies and 1 electronic copy (CD, DVD or Flash Drive) must be delivered to the following location:

RFP 2017-08-001
Contract Sterilization Services
CommUnityCare
Attn: Purchasing Manager
2115 Kramer Lane
Austin, TX 78758

By 2:00pm CENTRAL TIME, Tuesday, September 19, 2017
Proposals received at the designated location after the published time and date will not be considered.
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Central Texas Community Health Centers d/b/a CommUnityCare (“CommUnityCare”) is requesting Proposals from qualified Bidders to provide contract sterilization of medical instruments in accordance with Joint Commission, any federal, state and/or local requirements and follows industry standards.

B. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Attachment A and Cost Proposal Worksheet, Attachment B of this RFP. The term of the agreement resulting from this RFP is anticipated to be for two (2) years with three (3) optional renewal periods pursuant to funding availability and satisfactory service provision, as determined by CommUnityCare.

C. PURCHASING MANAGER

CommUnityCare has designated a Purchasing Manager who is responsible for the conduct of this procurement on behalf of CommUnityCare and whose name and e-mail address is listed below.

Tena Southwell  tena.southwell@communitycaretx.org

All deliveries (including proposal delivery) should be addressed to the Purchasing Manager at the address located on the NOTICE TO BIDDER page.

Any inquiries or requests regarding this procurement should be submitted to the Purchasing Manager as identified above. Bidders may ONLY contact the Purchasing Manager regarding this procurement. Bidders should not contact individual CommUnityCare Board of Managers, CommUnityCare President and CEO, or CommUnityCare staff regarding this solicitation. Such contact may result in disqualification of the entity initiating the contact.

D. DEFINITION OF PROPOSAL TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"BidSync Website" is the following link: [http://www.bidsync.com/community-care-health-centers/](http://www.bidsync.com/community-care-health-centers/)

"CUC" means Central Texas Community Health Centers d/b/a CommUnityCare (“CommUnityCare”)

"CommUnityCare Website" is the following link: [http://communitycaretx.org/](http://communitycaretx.org/)

"Close of Business" means 5:00 PM Central Time

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.
"Determination" means the written documentation of a decision by the Purchasing Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" means that the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

"ESBD" means Electronic State Business Daily is at the following link:  
http://esbd.cpa.state.tx.us/

"Evaluation Committee" means a body appointed by CommUnityCare management to perform the evaluation of proposals.

"Evaluation Tabulation Report" means a document prepared by the Purchasing Manager and the Evaluation Committee for submission to the CommUnityCare Board of Managers or CEO for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as a Bidder who meets all the mandatory specifications of this Solicitation and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" means that the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Bidders proposal.

"Bidders" is any person, corporation, or partnership who submits a proposal.

"Purchasing Manager," means the person or designee authorized by CommUnityCare to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposal" or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Bidders" means Bidders who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or “Responsive Proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the Request for Proposal. A responsible Bidder is one that is trustworthy and possesses the necessary quality, fitness and capacity to satisfactorily, perform the proposed work.

E. BACKGROUND INFORMATION

This section provides background on CommUnityCare, and the operating environment of CommUnityCare, which may be helpful to the Bidders in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.
Goals and Objectives

The physicians and staff at CommUnityCare are committed to providing quality care in a friendly, caring and efficient environment. We believe all patients have a right to have their cultural, psychological, spiritual, and personal values, beliefs and preferences respected. We are committed to service excellence.

Overview of CommUnityCare

Central Texas Community Health Centers d/b/a “CommUnityCare” is a 501(c)(3) a non-profit organization provides healthcare services to underinsured and uninsured residents of Travis County. CommUnityCare was formerly a department of the City of Austin, transitioning to a nonprofit status on March 1, 2009. Today, CommUnityCare provides services at 19 locations in Travis County. Each year, our health centers provide approximately 320,000 medical and dental patient appointments. This number represents more than 88,000 individual patients. CommUnityCare provides, outpatient primary healthcare, dental care, limited specialty care, lab services, and radiology including mammography, a full service pharmacy, and behavioral health services. We also provide HIV/AIDS treatment at our David Powell Clinic, and care for the homeless with a location at the ARCH, along with Street Medicine teams that go out in the community to provide primary care to the homeless. These services are provided to all Travis County residents including those whose incomes and lack of private health insurance qualify them for enrollment. Two of our locations, Hancock and William Cannon, were designed to expand access by providing walk-in services to patients in our system. These clinics offer extended hours and weekend care. Many of our providers speak several languages and we also utilize a telephone medical translation service for less common foreign languages. That means we serve patients from all over the world. The majority of CommUnityCare’s funding comes from Central Health and the Federal Bureau of Primary Health Care. Public and private grants and gifts from donors also support the work of CommUnityCare. In 2010 CommUnityCare was accredited by The Joint Commission, a world leader in evaluating the quality and safety of care delivered at healthcare networks across the World. In 2016, CommUnityCare was again accredited by The Joint Commission.

For purposes of this RFP, the following data is given to be helpful to the Bidder for the purpose of preparing the submittal. The information is provided as an overview and is not intended to be a complete and exhaustive statistical data information.

CommUnityCare required sterilization of over 10,300 instruments from October 2016 to current date.

Overview of the Central Health

Travis County Healthcare District d/b/a Central Health was founded in 2004 as a limited-purpose taxing district. It is responsible for providing healthcare to indigent persons residing in Travis County. At that time, funding and oversight for the Community Health Center system was under the City of Austin before it was transferred to Central Health. In 2009, the Community Health Center system became a private, non-profit corporation named CommUnityCare. It currently operates with an annual budget of approximately $85 million and serves about 88,200 patients.

Visit us online at
http://communitycaretx.org/ and
http://www.centralhealth.net/
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

The Purchasing Manager will make every effort to adhere the following schedule:

A. SEQUENCE OF EVENTS

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuant of RFP</td>
<td>8/23/17</td>
</tr>
<tr>
<td>Pre-Proposal Meeting (optional)</td>
<td>None</td>
</tr>
<tr>
<td>Deadline to Submit Questions</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Response to Written Questions</td>
<td>9/7/17</td>
</tr>
<tr>
<td>(in the form of RFP Addendum)</td>
<td></td>
</tr>
<tr>
<td>Deadline to Submit Proposal</td>
<td>9/19/17</td>
</tr>
<tr>
<td>Selection of Finalists</td>
<td>TBD</td>
</tr>
<tr>
<td>Interview by Finalists</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Bidders, who received notification of this solicitation by means other than through CommUnityCare mailing, shall contact the Purchasing Manager herein to request to be added to the vendor list. Inclusion on the vendor list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. IT IS THE BIDDER’S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing CommUnityCare of their email contact information or by regularly checking the following Websites, addenda will be posted on the website the day they are released:

http://esbd.cpa.state.tx.us/
http://www.bidsync.com/community-care-health-centers/

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

   This RFP is being issued by CommUnityCare.

2. Pre-Proposal Meeting, Optional

   Pre-Proposal Meeting will not be scheduled for this RFP.

3. Deadline to Submit Written Questions

   Potential Bidders may submit additional written questions as to the intent or clarity of this RFP until close of business referenced on the Notice to Bidder section above. All written questions must be submitted via e-mail to the Purchasing Manager (See Section I, Paragraph C).
4. Response to Written Questions/RFP Addendum

Written responses to written questions and any RFP addendums will be distributed by close of business referenced on the Notice to Bidder section above, via BidSync and the ESBD as defined in Section II, Paragraph A; Sequence of Events.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Purchasing Manager no later than two (2) days after the answers and/or amendments were issued.

5. Submission of Proposal

THE PURCHASING MANAGER OR DESIGNEE MUST RECEIVE ALL BIDDERS PROPOSALS FOR REVIEW AND EVALUATION NO LATER THAN 2:00PM CENTRAL TIME ON 9/19/17. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. The Proposals must be addressed and delivered to the Purchasing Manager at the address as indicated on the Notice To Bidder Page.

Proposals must be sealed and labeled on the outside of the package and clearly indicate that they are in response to the RFP 2017-08-001 Contract Sterilization Service. Proposals submitted by facsimile or other electronic means will not be accepted.

All Bidders are expected to carefully, examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Manager (Section I, Paragraph C). It is CommUnityCare’s intent that all information necessary to complete a Proposal is included in this RFP. It is the responsibility of the Bidders to obtain clarification of any information contained herein that is not fully understood. CommUnityCare is responsible for interpretation of the wording of this RFP. Its staff will not give verbal answers to inquiries regarding the RFP contents. Any verbal statement regarding the RFP prior to the award shall be considered non-binding. The only formal interpretation of the RFP will be made by RFP addendum issued by the Purchasing Manager. A copy of such addendum will be posted on BidSync and ESBD.

A log will be kept of the names of all Bidder’s organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Bidders prior to contract award.

6. Proposal Evaluation

An evaluation committee appointed by CommUnityCare management will perform the evaluation of proposals. The Purchasing Manager may initiate discussions with Bidders who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Bidders.

7. Selection of Finalists

The evaluation committee will evaluate and score written submittals/Proposal statements using the evaluation criteria identified in Section V. Based on the scoring, the evaluation committee may develop a “short list” of Bidders/Respondents that may be invited for interview with the evaluation committee. Only finalists will be invited to participate in the subsequent steps of the procurement.

- Best and Final Offers From Finalists
Finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. The Best and Final Offer, if requested, will be the basis for the final determination of contract award to the Bidders. Any best and final offer, as well as the entire submittal, will become part of the contract.

8. Interviews of Finalists

Based on the results of the proposal evaluation, CommUnityCare may determine that it is necessary to interview short-listed finalists prior to making a recommendation for negotiations, best and final offer and ultimate contract award. Short-listed finalists will be invited to present their proposals to the Evaluation Committee. The purpose of the interview, if conducted, is to ensure the committee’s understanding of the proposal, Bidder’s qualifications and to evaluate the Bidder’s team. When conducted, interview scores will stand-alone and will be used to finalize the short listed proposals. The Purchasing Manager will schedule the time for each Bidder’s presentation. All Bidder presentations will be held at CommUnityCare location indicated in the Notice To Bidder Section. Each interviewee will be allowed 15 minutes of setup and one (1) hour for the presentation.

9. Contract Award

Bidders are reminded that this is a negotiated procurement and, as such, an award will not necessarily be made to the Bidders submitting the lowest-priced submittal. If an award is made as a result of this RFP, that award will be made to the Bidder or Bidders submitting the best responsive proposal that satisfies CommUnityCare’s requirements and provides the best overall value to CommUnityCare over the life of the project, as determined by CommUnityCare in its sole discretion.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement. Bidders must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal.

2. Incurring Cost. Any cost incurred by the Bidder in preparation, transmittal, presentation of any proposal or material submitted for this RFP shall be borne solely by the Bidder.

3. Prime Contractor Responsibility. Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with CommUnityCare. CommUnityCare will make contract payments to only the prime contractor.

4. Subcontractors. Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name on Attachment G, the HUB Form. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals. Bidders may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. CommUnityCare personnel will not merge, collate, or assemble proposal materials.

6. Bidders Rights to Withdraw Proposal. Bidders will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Bidders must submit a written withdrawal request signed by the Bidders duly authorized representative.
addressed to the Purchasing Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm.** Proposals to this RFP, including proposal prices, will be considered firm for ninety (90) days after the proposal submittal due date.

8. **Disclosure of Proposal Contents.** It is CommUnityCare's intention that proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be presumed to be public information under the Texas Public Information Act unless the Office of the Attorney General determines otherwise. The Purchasing Manager will not disclose or make public any pages of a proposal on which the Bidders has stamped or imprinted “proprietary” or “confidential” unless required to by law or regulation.

   - Proprietary or confidential data as identified by the Bidders must be readily separable from the proposal in order to facilitate eventual public inspection of the other portions of the proposal. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

9. **Negotiations.** The Purchasing Manager or designee shall participate in all negotiations. Discussions may be conducted with responsible Bidders who submit proposals to the RFP and who is determined to be reasonably susceptible of being selected for award. Those Bidders will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Bidders may be required to submit additional data and/or clarify previously submitted information during the process of any negotiations. Revisions and supplements to Bidders proposal may also be permitted after submission and before award for the purpose of obtaining best and final offers. Any best and final offer, as well as the entire proposal, will become part of the awarded contract.

   - CommUnityCare reserves the right to negotiate the price and any other term with any, all, or none of the Bidders. Any oral negotiations must be confirmed in writing prior to an award.

10. **Termination.** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when CommUnityCare determines such action to be in the best interest of CommUnityCare.

11. **Sufficient Appropriation.** Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. CommUnityCare's decision as to whether there is sufficient appropriations and authorizations will be accepted by the contractor as final.

12. **Legal Review.** CommUnityCare requires that all Bidders agree to be bound by the General Requirements contained in this RFP. Any Bidder concerns must be promptly brought to the attention of the Purchasing Manager.

13. **Basis for Proposal.** Only information supplied by CommUnityCare in writing through the Purchasing Manager or in this RFP should be used as the basis for the preparation of Bidder’s proposals. Any entity, by and through the submission of a proposal, understands verbal communication regarding the RFP is not binding and communication either verbal or written to CommUnityCare Staff or Members of the Board prior to the award their
Proposal will be disqualified.

14. **Contract Terms and Conditions.** The contract between CommUnityCare and Contractor will follow the specified format and contain the same or similar terms and conditions as those contained in Attachment J, entitled the General Terms and Conditions. CommUnityCare reserves the right to negotiate with the successful Bidder any contract provisions, in addition to those contained in this RFP.

15. **Contract Deviations.** Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between CommUnityCare and the selected Bidders and shall not be deemed an opportunity to amend the Bidders’ proposal. Any requests for deviations must be made in the Proposal and, where appropriate, the Contractor should suggest alternative contract language. Contracts must also provide a brief discussion of the purpose and impact, if any, of each proposed change.

CommUnityCare may accept the alternative language at its sole discretion. Extensive revisions to the proposed contract language may be considered non-responsive and grounds for disqualification. General references to the Contractor’s terms and conditions or attempts at complete substitutions are unacceptable to CommUnityCare and may result in disqualification of the Contractor’s Proposal.

16. **Bidders’ Terms and Conditions.** Bidders must submit with the proposal a complete set of additional terms and conditions, which they expect to have included in a contract negotiated with CommUnityCare. Bidders must document additional terms and conditions in the required transmittal letter.

17. **Bidder Qualifications.** The Evaluation Committee may make such investigations as necessary to determine the ability of the Bidders to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Bidder who is not a responsible Bidder or fails to submit a responsive offer.

18. **Right to Waive Minor Irregularities.** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. **Change in Contractor Representatives.** CommUnityCare reserves the right to require a change in contractor representatives if the assigned representative is not, in the opinion of CommUnityCare, meeting its needs adequately.

20. **CommUnityCare Rights.**
   - Reject any or all proposals and discontinue the RFP process without obligation or liability to any respondent;
   - waive any defect, irregularity or informality in any proposal;
   - accept a proposal other than the lowest-price proposal;
   - award a contract on the basis of initial proposal received without discussions or requests for best and final offers;
   - request best and final offers from any or all respondents;
   - accept proposals from one or more entity;
   - procure the services in whole or in part by other means;
   - award more than one contract or;
   - not award any contract.
21. **Right to Publish.** Throughout the duration of this procurement process and contract term, potential Bidders, and Contractors must secure from CommUnityCare written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidders' proposal or termination of the contract.

22. **Ownership of Proposals.** All documents submitted in response to this RFP shall become the property of CommUnityCare.

23. **Electronic mail address, required.** A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidders must have a valid e-mail address to receive correspondence from CommUnityCare.

24. **Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Bidders’ possession and the version maintained by CommUnityCare, the version maintained by CommUnityCare shall govern.

25. **Historically Underutilized Business (HUB) Program and Good Faith Effort.** It is CommUnityCare’s policy that HUBs have the maximum opportunity to participate in the performance of CommUnityCare contracts and subcontracts. Bidders shall make a "good faith effort" to take all necessary and reasonable steps to ensure that HUBs have the maximum opportunity to participate as subcontractors, see Attachment G, HUB form.

To be eligible under this program, HUB contractors and subcontractors must be certified as a HUB, M/WBE, or DBE source by a recognized governmental program, such as:

- City of Austin Municipal Government;
- Texas Unified Certification Program; or
- State of Texas.

Any entity identified as a HUB (as either a prime or subcontractor) shall submit a copy of its certification with its proposal. CommUnityCare reserves the right to verify any entity's HUB status prior to contract award.

26. **Suspension and Debarment Requirement.** The Bidders shall certify, by signing the Acknowledgement of Receipt form, attached hereto as Attachment E that to the best of its knowledge and belief that the Bidders and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal, state or local departments.

27. **Conflict-of-Interest Questionnaire.** Pursuant to CommUnityCare’s Conflict of Interest Policy, no individual at CommUnityCare may enter into any employment, transaction, or other arrangement that may cause to be perceived to cause a conflict of interest. A potential for a conflict of interest may occur when an employee, or a member of an employee’s family, holds an interest in an entity or has an employment or other financial arrangement with any business or entity that conducts or seeks to conduct business or could be in competition, directly or indirectly with CommUnityCare. The acceptance of gifts or business courtesies from any third parties with whom CommUnityCare conducts business or who are seeking to do business with CommUnityCare may pose a conflict. Bidder must complete, sign and return the Conflict of Interest Form, Attachment H.
III. PROPOSAL FORMAT AND ORGANIZATION

This section describes the format and organization of the Bidders' Proposal. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF PROPOSALS

1. Bidders shall submit only one proposal.

B. NUMBER OF COPIES

1. Bidders shall deliver to CommUnityCare:
   - one (1) original copy of their proposal and supporting technical and/or sample documentation;
   - six (6) identical copies of their proposal;
   - six (6) copies of supporting technical and/or sample documentation (optional); and
   - one (1) electronic identical copy of the proposal on virus free flash drive to the location specified in the Notice to Bidder Section on the closing date and time for receipt of proposals.

C. PROPOSAL REQUIREMENTS, MANDATORY

The Proposal must be typewritten and placed within a binder with tabs delineating each section.

1. Proposal Organization, Mandatory.

   The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.
   - Within each section of their proposal, Bidders should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.
   - Any proposal that does not adhere to these requirements will be deemed non-responsive and may be rejected on that basis.
   - The proposal summary may be included by Bidders to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Bidders' proposal.
   - Bidders may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

   a) Letter of Transmittal
   b) Table of Contents
   c) Proposal Summary (optional)
   d) Response to Mandatory Specifications
   e) Cost Proposal Worksheet, Attachment B
   f) Required Certificates and License
   g) Attachments:
      ✓ E - Completed and Signed Acknowledgement of Receipt Form
      ✓ F - Completed Certificate of Secretary if Bidders is a Corporation
      ✓ G - Completed HUB Form
2. Letter of Transmittal, Mandatory.

A letter of transmittal must accompany each proposal and contain the following information:

a) Identify the submitting organization;
b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
f) Be signed by the person authorized to contractually obligate the organization;
g) Acknowledge receipt of any and all amendments to this RFP.

IV. EVALUATION

A. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Bid proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Purchasing Manager may contact the Bidders for clarification of the Proposal as specified in Section II, Paragraph B.

3. The Evaluation Committee may use other sources of information to perform the evaluation as identified in Section II, Paragraph C.

4. Responsive proposals will be evaluated on the factors in Specifications, Section IV that have been assigned a point value. The responsive and responsible Bidder with the highest scores will be selected as finalist Bidder based upon the proposals submitted. Finalist may be placed on a “short list” and invited to present their proposals to the Evaluation Committee. Points awarded from the interviews will be evaluated and scored separately. The responsible Bidders whose proposal is most advantageous to CommUnityCare, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B. Bidders, who are asked, or choose to submit a revised proposal for the purpose of obtaining best and final offer, will have their points recalculated accordingly. Please note, however, that a serious deficiency in the Proposal to any one factor may be grounds for rejection regardless of overall score.

B. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Bidders proposals.
FACTOR POINTS AVAILABLE

1. Corporate Experience 05
2. Proposed Staff Experience 10
3. Technical Experience 65
4. Price and Cost Methodology 20
   TOTAL 100

5. Interview TBD

V. EVALUATION FACTORS

Bidders should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

A. MANDATORY SPECIFICATIONS

1. Corporate Experience (Total of 5 points)

CommUnityCare is interested in the Bidder’s team organizational structure. Bidder should identify the project leadership, reporting responsibilities, how the prime firm will interface with CommUnityCare Staff. CommUnityCare is also interested in how sub-consultants will work within the team structure.

Bidder should include in the Narrative:
   a) an organization chart;
   b) a brief summary of customer service experience and responsibilities;
   c) a brief summary of employee retention;
   d) key personnel proposed to work on the project identified in the RFP Scope of Work; and
   e) key personnel who may be sub-consultants.

2. Proposed Staff Experience of Key Personnel (Total of 10 Points)

CommUnityCare is interested in the experience of the Key personnel proposed to work on the project outlined in the Scope of Work. Bidders are asked to submit professional resumes (no more than two (2) pages each) of each key personnel proposed to perform services under this contract. The resumes should demonstrate the experience and expertise of the proposed staff and include their history and success of projects similar to the scoped project. Bidder should list three (3) projects meeting these criteria that have been completed in the past five (5) years for each key personnel.

Bidders must also state whether or not the firm will utilize any outside consultants and/or subcontractors. Include a brief description of each individual’s role and expertise, education, knowledge, certifications or other professional credentials.

3. Technical Experience (Total of 65 Points)

CommUnityCare is interested in Bidders approach in how the Bidder would transition and manage the services identified in the Scope of Work. Technical Experience Category will be broken into sub categories and rated according to the bidder’s response.
CommUnityCare would like the bidder to specifically address their approach to the following:

a) Distribution from the sterilization facility to CommUnityCare sites. CommUnityCare would like to see multiple distribution methods and logistic options for delivery for either shipping or route driver, i.e. to one site delivery, several key delivery sites or delivery to all of CommUnityCare’s sites. Contractor should include tracking mechanisms used for identification and transportation of the instruments. (11 points)

b) Turnaround Time. Identify the turnaround time to include both the processing and delivery time. Describe the process used to ensure instruments are returned in the identified timespan mentioned above. (12 points)

c) Sterilization Methods. Described the sterilization methods and best practices for the instruments listed in Attachment C. (12 points)

d) Identify the Process and Quality Controls of each sterilization method. (6 points)

e) Provide the Chamber equivalency or capacity restraints of each sterilization method. (5 points)

f) Packaging. Describe the Packaging, labeling and storage of sterilized instruments before and during transportation of the instruments. (5 points)

g) Compliance. Provide the Regulatory compliance history. (5 points)

h) Records and Reports. Identify and describe Records and/or Reports used to ensure compliance. (5 points)

i) Customer Service. Describe customer service management. (10 points)

4. Price (Total of 20 Points)

CommUnityCare is interested in cost for Contract Sterilization Service as well as the methodology used to calculate the cost for the Sterilization Services. The rates should include transportation and regulatory fees as a separate line item.

Bidders are required to use Attachment B, pricing Sheet to indicate their most competitive rates for the following:

5. Interview (TBD)

If selected as a finalist, Bidders agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the interview.

B. MANDATORY SPECIFICATION (PASS/FAIL)

All areas enumerated below must be addressed. Any questions or section left unanswered shall constitute failure to respond and make the proposal incomplete and such the proposal shall not be considered.

1. Corporate References. Bidders must provide three (3) external client references from clients for whom the bidder has provided services of the same nature and type as those outline in this solicitation and Scope of Work (see Attachment K). References submitted must be for services provided in the past two (2) years from the date of this solicitation. If the bidder has provided services to CommUnityCare during this timeframe, one of the references may be from CommUnityCare Contract Manager. The minimum information that must be provided about each reference is:

a) Name of individual or company services were provided for
b) Mailing Address of individual or company

c) Name of contact person

d) Telephone number of contact person

e) Type of services provided and dates services were provided

f) Current e-mail address of the contact person

CommUnityCare reserves the right to utilize the letters of reference in determining whether a bidder is a responsible Contractor/Supplier.

2. **Required Certificates and License.** Bidders must provide a current copy of all required regulatory certifications and licenses.

3. **Proposal Organization.** The Proposal must be typewritten and placed within a binder with tabs delineating each section as described in Section III.C.

4. **Letter of Transmittal.** A letter of transmittal must accompany each proposal as described in Section III, C.

5. **Financial Information.**

   • CommUnityCare reserves the right to ask the bidder for a copy of the Bidders’ Financial Statement including the latest Balance Sheet and Income Statement showing assets, liabilities and retained earnings.

   • When asked, Bidders must provide a letter from an authorized person who can contractually obligate the organization validating the Financial Statement.

   • When asked, provide the name, address and contact phone number for your bonding company and Agent and provide a letter from your Surety or Agent stating that your firm is bondable for this project based on the budget and the timeframe stated herein.
ATTACHMENT A

SCOPE OF WORK

I. DEFINITIONS

Ground Delivery – transportation provided by the Contractor to pick up contaminated instruments from designated CommUnityCare sites and deliver sterilized instruments to designated CommUnityCare sites.

Mail Delivery – UPS, FedEx, USPS two day.

Turnaround Time – date span of pickup from CommUnityCare designated site of contaminated instruments to delivery of sterilized instrument to designated CommUnityCare Site.

Product Segregation – is the segregation of processed and unprocessed product.

Sterilization Standards – Industry Standards for reprocessing and sterilization.
• 21 CFR Part 820 - Current Good Manufacturing Practice (FDA)
• 29 CFR Part 1910 – Occupational Exposure to Bloodborne Pathogens (OSHA)
• ANSI/AAMI ST-35-1996 - Safe handling and biological decontamination of medical devices in healthcare facilities
• AAMI TIR 13-1997 – Principles of moist heat sterilization
• AAMI ISO 11737-2-1998 – Sterilization of medical devices – Microbiological methods
• ISO 13683-1996 – Sterilization of healthcare products
• ANSI/AAMI ST65-2000 – Processing of reusable surgical textile for use in healthcare facilities

II. REQUIRED SERVICE

A. WASH & STERILIZE PROCESS

1. Must follow Sterilization Standards:
   a) Contractor Standard Operating Procedures.
   c) Quality System Regulation (The Food and Drug Administration's (FDA)).
   d) Occupational Exposure to Blood borne Pathogens: Needle sticks and other Sharps Injuries.
   e) Safe handling and biological decontamination of medical devices in health care facilities and in nonclinical settings.
   f) Principles of Industrial Moist Heat Sterilization as regulated in AAMI
   g) Sterilization of medical devices - Microbiological methods for tests of sterility performed in the validation of a sterilization process.
   h) Manufacturer approved products for use in cleaning and decontamination of instruments.
   i) Instruments must be cleaned and inspected for damage, rust or pitting or deemed single use by the manufacturer. Damaged and single use instruments must be removed from the batch before sterilization.
      (1) Contractor must return Damaged and single use instruments to CommUnityCare in a separate sealed pouch labeled “return, not sterilized”.

2. Contractor must package the instruments with approved paper plastic peel pouches and internal integrating indicators for hinged instruments that remain open and sharp instruments requiring protectors.
B. PACKAGING

1. Sterile packaging, i.e., pouches, wrap, or rigid containers serve to maintain the sterility of processed instruments and allow for aseptic opening at point of use. Packaging should be done in a clean area using FDA-cleared materials such as pouches, wrap, or rigid containers.
2. Contractor shall verify proper sterilization has occurred and package integrity before transporting back to CommUnityCare:
   a) Package is sealed
   b) Package has no perforations
   c) Internal and External indicators have changed and demonstrate sterilization has occurred

C. PICKUP & DELIVERY

1. Turnaround Time. Contractor will provide a 48 hour turnaround time.
2. Delivery Method. Contractor may provide transportation “ground” delivery and/or Mail Delivery.
   a) Ground delivery – Contractor shall pick up contaminated instruments three days a week from 3 CommUnityCare Sites.
      (1) Contractor’s courier must complete log at delivery site to include, but not limited to, date, time and number of instrument bags.
      (2) Contaminated instruments must be in sealed bags labeled Biohazard. Each bag shall be grouped and placed in a rigid container also labeled Biohazard.
   b) Mail delivery - Contractor shall provide packing supplies and tracking information to CommUnityCare for each shipment.
3. Packing Slip. Contractor will include a completed copy of CommUnityCare’s Packing Slip with each shipment. The Packing Slip will contain, but not limited to, Clinic Name, Clinic Location, Clinic Department, List of instruments, and Time Stamp.
4. Time Stamp. Contractor will demonstrate methodology for identifying individual package metrics including time/date, autoclave number etc as required by industry standards.
5. Damaged Instruments. CommUnityCare will notify the Contractor of any damaged, pitted or rusted instruments or with damaged package integrity and return in the instruments in the original packaging for review by Contractor.
   a) CommUnityCare will not pay for return shipment or reprocessing of packages/instruments that arrive from the Contractor in a compromised manner.

III. REPORTS

A. MONTHLY REPORTS
1. Contractor will provide a monthly report broken down by CommUnityCare Sites containing, but not limited to:
   a) Number of instruments/packs;
   b) Number of damaged, rusted or pitted instruments/packs;
   c) Number of damaged package integrity; and
   d) Number of single use instruments.

IV. SUPPLIES
A. INSTRUMENT

1. CommUnityCare will supply a packing slip for each contaminated pack.
2. Contractor will provide approved paper plastic peel pouches and biohazard labels.

B. MAIL DELIVERY

1. Mail delivery. Contractor will supply containers and all mailing material to ensure safe and accurate shipment of instruments to designated locations.

V. SUPPORT

A. TECHNICAL SUPPORT

1. Contractor shall provide support for technical issues as deemed necessary by CommUnityCare and Awardee. Issues may include, but are not limited to errors in sending or receiving instruments, sterilization quality, and packaging quality.

B. ACCOUNT SUPPORT

1. Contractor shall provide support for account issues as deemed necessary by CommUnityCare and Awardee. Issues may include, but are not limited to billing and supply questions.

VI. TRAINING

A. ROUTE REPRESENTATIVE TRAINING

1. Contractor shall provide appropriate delivery and handling training per OSHA guidelines.

VII. PROGRAM REPRESENTATIVES

A. Contractor shall provide a list of program representatives to include:
   - Representative Name
   - Address
   - Phone number
   - Email Address

VIII. RESPONSIBILITIES

A. COMMUNITYCARE’S RESPONSIBILITIES

1. Assure the compatibility of Contractor’s decontamination and sterilization processes with each instruments and with any packaging provided by CommUnityCare.
2. Assure the count sheet is correct
3. Rinse all instruments of gross soils with tap or distilled water etc. to prevent buildup of bioburden.
4. Soiled instruments must be placed in a clear polyethylene bag provided by the Contractor, sealed and enclosed in a ridged container.
5. CommUnityCare and Contractor route representative will sign for the instrument
containers for both pick-up and delivery, verifying the total number of containers delivered or picked-up.

6. CommUnityCare will inspect each delivery for damage and/or contamination upon delivery and mark each instrument and/or container for return to Contractor.

7. Sterilization of surgical power equipment including saws and drills: CommUnityCare will provide these items to the Contractor, washed, decontaminated, and assembled in a wrap or Instrument container prepared using industry standard.

8. Sterilization of implantable surgical devices: CommUnityCare will provide these items to Contractor washed, decontaminated and assembled in a wrap or Instrument container prepared using industry standards. CommUnityCare will clearly identify each implant tray as an "Implant Tray" by way of an identification sticker or tape on the outside of the tray.
   a) Biological Indicators (Bis): CommUnityCare will provide Contractor with the Bi to be run with each implant tray load. Immediately following processing, Contractor will return the Bi along with the implant trays to the CommUnityCare for completion of testing. Contractor will label the Bi and all implant trays with the sterilization lot number via a sticker on the outside of the wrap. If more than one implant tray load is required, additional Bi must be provided by CommUnityCare for the additional loads. Contractor will make every effort to sterilize all implants in the same load. CommUnityCare agrees to quarantine these trays while the Bi is on test. Prior to the use of any implantable surgical device (Implant tray) CommUnityCare will test the associated Bi in the usual fashion and obtain passing results. CommUnityCare will be responsible for all Bi testing, including the testing of any required positive controls. Following testing, CommUnityCare will notify Contractor via fax or email of the test results (within a reasonable period of time). If failing results are obtained, Contractor will be notified immediately. Contractor will not be responsible for the performance of these items following sterilization. It is the responsibility of CommUnityCare to determine the compatibility of the Contractor sterilization cycle and the implant trays to be sterilized.

9. CommUnityCare is solely responsible for the required tracking of instruments including its history and pedigree as established in 21 CFR Parts 16, 1270 and 1271 (if applicable).
## Price Sheet

<table>
<thead>
<tr>
<th>4.A – Sterilization Price per Instrument</th>
<th>$ per month</th>
</tr>
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<tbody>
<tr>
<td>Or</td>
<td></td>
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<tr>
<td>4.A – Sterilization Price per batch</td>
<td>$ per month</td>
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</table>

<table>
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<th>4.B – Delivery Method</th>
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<tr>
<td>Ground (route driver)</td>
<td>$ Per Trip</td>
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<td>Shipping methods is _________________</td>
<td>$ Per Package</td>
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<table>
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<th>4.C – Miscellaneous</th>
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<tr>
<td>Labels</td>
<td>$ Per Package/100</td>
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<tr>
<td>Mailing Supplies</td>
<td>$ Each</td>
</tr>
<tr>
<td>Other (please list)</td>
<td>$</td>
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### Attachment C
CommUnityCare Instrument List

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Manufacturer</th>
<th>Manufacturer #</th>
<th>IFU</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANNULA, ENDO BIOPSY FIRMFLEX DISP STR (25/BX)</td>
<td>FirmFlex Endometrial Biopsy Cannula, sterile, single-use, box of 25</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-3012</td>
<td>Standard</td>
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<tr>
<td>PUNCH, BIOPSY STR DISP 4MM (50/BX)</td>
<td>MILTEX Sterile Disposable Biopsy Punch, 50/box, 4 mm diameter</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>33-34</td>
<td>n/a</td>
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<tr>
<td>PUNCH, BIOPSY STR DISP 6MM (50/BX)</td>
<td>MILTEX Sterile Disposable Biopsy Punch, 50/box, 6 mm diameter</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>33-36</td>
<td>n/a</td>
</tr>
<tr>
<td>PUNCH, BIOPSY TISCHLER SG 3X7MM</td>
<td>Cirvical Biopsy Punch Forceps McKesson Argent® Tischler 8 Inch</td>
<td>McKesson</td>
<td>43-1-1442</td>
<td>Standard</td>
</tr>
<tr>
<td>MH K-Y CUR 12-1/4 INCH W/BASKET</td>
<td>CURETTE, MH KEVKORKIAN- YOUNG BIOPSY W/BASKET 12</td>
<td>NTEGRA YORK PA /Miltex</td>
<td>MH30-1382</td>
<td>Standard</td>
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<tr>
<td>CURETTE, ENDOMETRIAL ENDO CELL (35/BX 15BX/CS)</td>
<td>Endometrial Biopsy Curette Endocell Endometrial 3.1 mm Outside Diameter</td>
<td>Wallach Surgical Devices</td>
<td>908016</td>
<td>Standard</td>
</tr>
<tr>
<td>BRUSH, INSTRUMENT NYLON (3/PK)</td>
<td>MILTEX Instrument Cleaning Brushes 7-1/4&quot; (18.4cm), Nylon Bristles (Set of 3). Ideal for cleaning hard to reach places without scratching or harming delicate instrument surfaces.</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>3-1000</td>
<td>Standard</td>
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<tr>
<td>BRUSH, INSTRUMENT S/S (3/PK)</td>
<td>MILTEX Instrument Cleaning Brushes 7-1/4&quot; (18.4cm), Stainless Steel Bristles (Set of 3). Ideal for cleaning rasps, files and bus.</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>3-1001</td>
<td>Standard</td>
</tr>
<tr>
<td>Cytobrush, Papette (100/pk) Walach</td>
<td>Cervical Cell Collector Papette® - Cytobrush, Papette (100/Pk) - Wallach Surgical Devices</td>
<td>Walach</td>
<td>908003</td>
<td>Standard</td>
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<tr>
<td>NIPPER, NAIL STRT JAW XNARW DBL SPRNG S/S 5&quot;</td>
<td>Nail Nipper, straight jaws, extra narrow, double spring, stainless</td>
<td>INTEGRA YORK PA /Miltex</td>
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<tr>
<td>Instrument</td>
<td>Description</td>
<td>Brand</td>
<td>Part Number</td>
<td>Model</td>
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<td>Nail Nippers</td>
<td>Cuticle / Nail Nipper Convex Jaws 4 Inch German Stainless Steel</td>
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<td>97-1240</td>
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<td>NIPPER, NAIL SG BARREL SPRNG 5 1/2&quot;</td>
<td>Nail Nipper Concave Jaws 5-1/2 Inch Chrome Covered Stainless Steel - Nipper, Nail Sg Barrel Sprng 5 1/2&quot;</td>
<td>McKesson</td>
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<td>SPLITTER, NAIL SG 5&quot; ENGLISH ANVIL</td>
<td>Nail Splitter English Anvil Pattern 5 Inch Stainless Steel - Splitter, Nail Sg 5&quot; English Anvil</td>
<td>McKesson</td>
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<td>Nail Nippers</td>
<td>Nail Nipper Concave Jaws 4-1/2 Inch German Stainless Steel</td>
<td>Sklar</td>
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<tr>
<td>LOOP, EAR BILLEAU SM</td>
<td>BILLEAU Flexible Ear Loop, 6-1/2&quot; (16.5 cm), small size no. 1</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>19-314</td>
<td>Standard</td>
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<td>LOOP, EAR BILLEAU LG</td>
<td>BILLEAU Flexible Ear Loop, 6-1/2&quot; (16.5 cm), large size no. 3</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>19-318</td>
<td>Standard</td>
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<td>SEPTUM, KILLIAN ELEVATOR DBL END 9&quot;X5MM</td>
<td>Septum Elevator Killian 229 L X 5 W Mm - Septum, Killian Elevator Dbl End 9&quot;X5mm - Miltex</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>PM-4441</td>
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<td>ELEVATOR, MOLT PERIOSTEAL #9</td>
<td>9 MOLT Periosteal Elevator</td>
<td>INTEGRA YORK PA /Miltex</td>
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<td>FORCEP, ADSON TISS 1X2 TEETH 4 3/4&quot;</td>
<td>ADSON Tissue Forceps 1 X 2 teeth, 4-3/4&quot; (12.1 cm), delicate</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>6-120</td>
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<td>FORCEP, BABY ALLIS TISS 5&quot;</td>
<td>Baby ALLIS Tissue Forceps, 4 X 5 teeth, extra delicate jaws 2.5mm wide</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>16-3</td>
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<td>FORCEP, WITTNER BIOPSY UTERN STRT 8 1/2&quot;</td>
<td>WITTNER Uterine Biopsy Forceps, 8-1/2&quot; (21.6) shaft, with teeth on lower jaw, straight tip</td>
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<td>Attachment C (cont.)</td>
<td>CommUnityCare Instrument List</td>
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<tr>
<td>-----------------------</td>
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<td>MH BROWN-ADSON 4-3/4 7X7</td>
<td>Forcep, Adson-Brown 4 3/4&quot; Milt</td>
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<td>MH6-124</td>
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<td>FORCEP, BOZEMAN UTERINE CRVD 10&quot;</td>
<td>10&quot; Surgi-OR Bozemann Uterine Dressing Forceps - Curved - Each Sold Separately</td>
<td>SKLAR INSTRUMENT</td>
<td>95-374</td>
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<td>CURETTE, DBL END 1.5MM+2.5MM</td>
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<td>INTEGRA YORK PA /Miltex</td>
<td>40-58/1-3</td>
<td>Standard</td>
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<td>CURETTE, DERMAL DISP 4MM (50/BX)</td>
<td>MILTEX Sterile Disposable Dermal Curette, 4 mm</td>
<td>INTEGRA YORK PA /Miltex</td>
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<td>CUTTER, FNG RNG OG 6 1/4&quot;</td>
<td>Ring Cutter McKesson Performance 6-1/4 Inch Long Chrome Plated Stainless Steel Non Sterile CUTTER, FNG RNG OG 6 1/4&quot;</td>
<td>McKesson</td>
<td>43-2-420</td>
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<td>HAMMER, TAYLOR PERCUSSION OG STD</td>
<td>Percussion Hammer Taylor McKesson Performance 7-1/2 Inch - Hammer, Taylor Percussion Og Std</td>
<td>McKesson</td>
<td>43-2-010</td>
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<tr>
<td>JOSEPH HOOK 2 SH 2MM</td>
<td>Hook, Joseph 2prong 2mm Miltex</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>21-154</td>
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<td>MILTEX IUD EXTRACTOR/HOOK</td>
<td>HOOK, IUD EXTRACTOR</td>
<td>INTEGRA YORK PA /Miltex</td>
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<td>Hook, Extractor Iud 10 1/4&quot; Brsurg</td>
<td>BR SURGICAL IUD EXTRACTOR HOOK - IUD Extractor Hook, 10¾&quot;</td>
<td>BR Surgical</td>
<td>BR70-63526</td>
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<td>Hook, O'connor Shrp 5&quot; Sklar</td>
<td>Hook O'Connor Sharp, 5in, Straight, Stainless Steel, Reusable, Latex-Free, Premium OR Grade</td>
<td>Sklar</td>
<td>65-3265</td>
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<td>DILATOR, HEGAR UTERINE 7&quot;S END 5.5MM</td>
<td>7&quot; Hegar Uterine Dilator Single End 5.5mm</td>
<td>Sklar</td>
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<td>DILATOR, HEGAR UTERINE 7&quot;S END 5MM</td>
<td>7&quot; Hegar Uterine Dilator Single End 5mm</td>
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<td>DILATOR, HEGAR UTERINE 7&quot;S END 6MM</td>
<td>Hegar Uterine Dilator Single End 6 mm, Straight, Length: 7in, Material: Stainless Steel, Reusable, Latex-Free, Premium OR Grade</td>
<td>Sklar</td>
<td>90-4794</td>
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<td>SPATULA, #24A</td>
<td>Spatula #24A Rounded End 6mm</td>
<td>Sklar</td>
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<td>SUTURE TRAY, (10/CS)</td>
<td>Suture Tray, with Econo* Floor Grade Instruments, Instruments are Adson Tissue Forceps, Iris Scissors, Baumgartner Needle Holder, Needles/Syringes, Absorbent Material, Injectables and Miscellaneous</td>
<td>Sklar</td>
<td>96-1725</td>
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<td>Tenaculum, Schroeder (pozzi) 10 1/4&quot; Sklar</td>
<td>10&quot; Schroeder Tenaculum Forceps</td>
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<td>TRAY TOE NAIL REMOVAL 10/CASE</td>
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<td>SCISSOR, IRIS SG CRVD 4 1/2&quot;</td>
<td>Iris Scissors 2 Sharp Tips, 4 1/2&quot;, CURVED, Argent McKesson Brand, with Finger Ring Handle Surgical Grade, Stainless Steel.</td>
<td>McKesson</td>
<td>43-1-109</td>
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<td>SCISSOR, IRIS SG STRT 4 1/2&quot;</td>
<td>Iris Scissors Mckesson Performance Plus 4-1/2 Inch 2 Sharp Tips - Scissors, Iris Sg Strt 4 1/2”</td>
<td>McKesson</td>
<td>43-1-104</td>
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<td>SCISSOR, SPENCER STCH SG 3 1/2&quot;</td>
<td>Stitch Scissors Spencer Mckesson Performance Plus 3-1/2 Inch - Scissors, Spencer Stch Sg 3 1/2” - Mckesson Brand</td>
<td>Mckesson</td>
<td>43-1-346</td>
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<td>SCISSOR, LITTAUER STCH SG 4 1/2&quot;</td>
<td>Stitch Scissors Littauer Mckesson Performance Plus 4-1/2 Inch - Scissors, Littauer Stch Sg 4 1/2” - Mckesson Brand</td>
<td>McKesson</td>
<td>43-1-352</td>
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<td>Procedure Scissors Mayo Sklar 9 Inch 2 Blunt Tips - Scissors, Uterine Mayo Crv 9” - Sklar</td>
<td>Scissors, Uterine Mayo Crv 9” Sklar</td>
<td>Sklar</td>
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<tr>
<td>Scissors, Uterine Strt 9” Sklar</td>
<td>Procedure Scissors Mayo Sklar 9 Inch 2 Blunt Tips - Scissors, Uterine Strt 9” - Sklar</td>
<td>Sklar</td>
<td>90-1590</td>
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<tr>
<td>SCISSOR, METZENBAUM 9&quot;</td>
<td>Standard Pattern METZENBAUM Scissors, 9&quot; (22.9 cm), (NELSON), straight</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>5-186</td>
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<tr>
<td>SCISSOR, OR STRT 6 1/2”</td>
<td>Standard Pattern Operating Scissors, straight, 6-1/2” (16.5 cm) blunt-blunt points</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>28-May</td>
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<tr>
<td>SCISSOR, STITCH LNG SZ6</td>
<td>LONG Oral Surgery Stitch Scissors, 6” (15.2 cm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>9-106</td>
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<td>SERATEX-MAYO SCS 6-3/4 ST</td>
<td>Scissors, Serratex-Mayo 6 3/4” Miltex</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>5-134</td>
<td>Standard</td>
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<tr>
<td>Speculum, Graves Sg Lg 1 1/2&quot;x4 1/2&quot; Mgm43</td>
<td>McKesson Performance Plus Graves Vaginal Speculum, Large Surgical-Grade: Stainless steel crafted to O.R. standards. Large, 1-1/2 Inch X 4-1/2 Inch blades</td>
<td>McKesson</td>
<td>43-1-324</td>
<td>Standard</td>
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<tr>
<td>Speculum, Graves Sg Med 1 1/4&quot;x4&quot; Mgm43</td>
<td>Vaginal Speculum McKesson Performance Plus Graves 1-1/4 X 4 Inch Medium - Speculum, Graves Sg Med 1 1/4&quot;X4&quot; - McKesson Brand</td>
<td>McKesson</td>
<td>43-1-312</td>
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<td>SPECULUM, PEDERSON SG LG 1&quot;X4 3/4&quot;</td>
<td>Vaginal Speculum Mckesson Performance Plus Pederson 1 X 4-3/4 Inch Large - Speculum, Pederson Sg Lg 1&quot;X4 3/4&quot;</td>
<td>McKesson</td>
<td>43-1-362</td>
<td>Standard</td>
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<td>Speculum, Graves Sg Sm 3/4&quot;x3&quot; Mgm43</td>
<td>Vaginal Speculum McKesson Performance Plus Graves 3/4 X 3 Inch Small - Speculum, Graves Sg Sm 3/4&quot;X3&quot; - McKesson Brand</td>
<td>McKesson</td>
<td>43-1-303</td>
<td>Standard</td>
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<tr>
<td>COLLIN VAGINAL SPEC LARGE</td>
<td>COLLIN Vaginal Speculum, large, 1 5/8&quot; (40mm) X 4 1/2&quot; (117mm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-130</td>
<td>Standard</td>
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<td>COLLIN VAGINAL SPEC MED</td>
<td>COLLIN Vaginal Speculum, medium, 1 3/8&quot; (35mm) X 4&quot; (104mm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-125</td>
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<td>GRAVES VAG SPECULUM LG</td>
<td>GRAVES Vaginal Speculum, original model, large size, 1-1/2&quot; (3. cm) X 4-1/2&quot; (11.4 cm)</td>
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<td>GRAVES VAG SPECULUM MED</td>
<td>GRAVES Vaginal Speculum, original model, medium size, 1-3/8&quot; (35 cm) X 4&quot; (10.2 cm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-15</td>
<td>Standard</td>
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<td>GRAVES VAGINAL SPEC SMALL</td>
<td>GRAVES Vaginal Speculum, original model, small size, 3/4&quot; (1.9 m) X 3&quot; (7.6 cm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-10</td>
<td>Standard</td>
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<tr>
<td>MH PEDERSN VAG SPEC X-NAR</td>
<td>PEDERSON Vaginal Speculum, extra narrow, 5/8&quot; (17mm) X 4-1/4&quot;</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>MH30-62</td>
<td>Standard</td>
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<tr>
<td>PEDERSON VAG SPECULUM LG</td>
<td>PEDERSON Vaginal Speculum, narrow blades, large size, 1&quot; (2.5 cm x 4-3/4&quot;) (12.1 cm)</td>
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<td>MH PEDERSON VAG SPEC LRG</td>
<td>PEDERSON Vaginal Speculum, narrow blades, large size, 1&quot; (26mm x 5&quot; (127mm)</td>
<td>INTEGRA YORK PA /Miltex</td>
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<td>PEDERSON VAG SPECULUM MED</td>
<td>PEDERSON Vaginal Speculum, narrow blades, medium size, 7/8&quot; (2. cm) X 4&quot; (10.2 cm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-55</td>
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<tr>
<td>PEDERSON VAG SPECULUM SM</td>
<td>PEDERSON Vaginal Speculum, narrow blades, small size, 1/2&quot; (1.3cm) X 3&quot; (7.6 cm)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-50</td>
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<tr>
<td>SPECULUM, KOGAN ENDO W/SCREW-LCK 4MM 9 1/2&quot;</td>
<td>BR Surgical Kogan Endo Speculum # BR70-36424 - Kogan Endo Speculum with Screw-Lock, 4mm, 9½&quot;</td>
<td>BR SURGICAL, LLC</td>
<td>BR70-36424</td>
<td>Standard</td>
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<td>SPECULUM, VAG GRAVES XLG</td>
<td>Extra Large, 1-1/2 inch x 4-3/4 inch Blades, Mid Grade Stainless Steel</td>
<td>Sklar</td>
<td>95-322</td>
<td>Standard</td>
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<td>SPECULUM, KOGAN ENDO CERVICAL W/HNDL</td>
<td>Endocervical Speculum Narrow - Speculum, Kogan Endo Cervical W/Hndl - Wallach Surgical Devices</td>
<td>WALLACH SURGICAL</td>
<td>907015</td>
<td>Standard</td>
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<td>SPECULUM, VAG PEDER OPEN SIDED 4&quot;X1&quot;</td>
<td>Vaginal Speculum Pederson 4 L X 1 W Inch - Speculum, Vag Peder Open Sided 4&quot;X1&quot; - Sklar</td>
<td>Sklar</td>
<td>90-3751</td>
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<td>PESSARY, DONUT SZ0</td>
<td>PESSARY DONUT, SIZE 0, 2.00 INCH</td>
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<td>PESSARY, DONUT SZ1</td>
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<td>PESSARY, DONUT SZ2</td>
<td>PESSARY DONUT, SIZE 2, 2.50 INCH</td>
<td>INTEGRA YORK PA /Miltex</td>
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<td>PESSARY, DONUT SZ3</td>
<td>PESSARY DONUT, SIZE 3, 2.75 INCH</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-D3</td>
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<td>PESSARY, DONUT SZ6</td>
<td>PESSARY DONUT, SIZE 6, 3.50 INCH</td>
<td>INTEGRA YORK PA /Miltex</td>
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<td>PESSARY, DONUT SZ7</td>
<td>PESSARY DONUT, SIZE 7, 3.75 INCH&quot;</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-D7</td>
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<td>PESSARY, GELHORN W/DRAIN SZ7</td>
<td>PESSARY GELHORN WITH DRAIN, SIZE 7, 3.25 INCH</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-GD7</td>
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<td>PESSARY, RING W/O SUPP SZ5</td>
<td>PESSARY RING WITHOUT SUPPORT, SIZE 5, 3.00 INCH</td>
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<td>30-R5</td>
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<td>PESSARY, RING W/SUPP SZ1</td>
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<td>PESSARY, RING W/SUPPORT SZ3</td>
<td>PESSARY RING WITH SUPPORT, SIZE 3, 2.50 INCH</td>
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<td>PESSARY, RING W/SUPPORT SZ4</td>
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<td>Pessary Ring Size 7 - Pessary, Ring W/Support Sz7 - Miltex</td>
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<td>30-RS7</td>
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<td>RING, PESSARY W/SUPPORT SZ9</td>
<td>PESSARY RING WITH SUPPORT, SIZE 9, 4.00 INCH</td>
<td>INTEGRA YORK</td>
<td>30-RS9</td>
<td>Pessary</td>
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<td>DILATOR, UTERN HANK 11&quot; DBL END 17-18FR</td>
<td>HANK Uterine Dilators, 10-1/2&quot; (26.7 cm), double end, 17-18 Fr.(5.6-6 mm)</td>
<td>INTEGRA YORK</td>
<td>MH30-505-1718</td>
<td>Standard</td>
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<td>DILATOR, UTERN HANK 11&quot; DBL END 19-20FR</td>
<td>HANK Uterine Dilators, 10-1/2&quot; (26.7 cm), double end, 19-20 Fr.(6.3-6.6 mm)</td>
<td>INTEGRA YORK</td>
<td>MH30-505-1920</td>
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<td>HANK UTERINE DILATOR SET</td>
<td>Dilator, Uterine (6/st) Miltex</td>
<td>INTEGRA YORK</td>
<td>30-500</td>
<td>Standard</td>
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<td>EXTRACTOR, SCHAMBERG COMEDONE XFINE</td>
<td>SCHAMBERG Comedone extractor, 5-3/4&quot; (9.5 cm), standard pattern with extra fine loops, small loop crimped</td>
<td>INTEGRA YORK</td>
<td>MH33-202</td>
<td>Standard</td>
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<td>CURETTE, ENDOCERV 12&quot; STD</td>
<td>Sklar</td>
<td>90-6611</td>
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<tr>
<td>UTERINE SOUND, SIMS SG CM MEAS 13&quot;</td>
<td>McKesson</td>
<td>43-1-384</td>
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<td>SOUND, DISP UTERINE 9 3/4&quot; (25/BX)</td>
<td>INTEGRA YORK PA /Miltex</td>
<td>30-6000</td>
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<td>Sound, Simpson Uterine Miltex</td>
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<td>Sklar</td>
<td>90-6612</td>
<td>Standard</td>
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<td>CURETTE, KEVORKIN W/BASKET GOLD HNDL 4MM 12&quot;</td>
<td>BR Surgical</td>
<td>BR70-59640G</td>
<td>Standard</td>
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<td>RETRACTOR, VAG LATERAL SB BLU</td>
<td>Sklar</td>
<td>91-5190</td>
<td>Standard</td>
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**ATTACHMENT D**

Clinic Location, Hours of Operation, Courier Stops

*(hours of operation is subject to change before final contract is executed)*

<table>
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<tr>
<th>CUC Health Centers</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Route Stop</th>
<th>Hours of Operation</th>
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<tbody>
<tr>
<td>Austin Resource Center for the Homeless &quot;ARCH&quot;</td>
<td>500 E 7th Street</td>
<td>Austin</td>
<td>78701</td>
<td>N</td>
<td>M-F 6:45am – 3:15pm</td>
</tr>
<tr>
<td>Sandra Joy Anderson</td>
<td>1705 E. 11th Street</td>
<td>Austin</td>
<td>78702</td>
<td>N</td>
<td>M-F 8:00am – 5:00pm</td>
</tr>
<tr>
<td>Ben White Dental</td>
<td>1221 W. Ben White Suite B112</td>
<td>Austin</td>
<td>78704</td>
<td>N</td>
<td>M-F 7:30am - 6:00pm</td>
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<tr>
<td>Blackstock</td>
<td>1313 Red River St, Suite 100</td>
<td>Austin</td>
<td>78701</td>
<td>N</td>
<td>M-F 8:00am - 5:00pm</td>
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<tr>
<td>David Powell CHC</td>
<td>4614 N IH-35</td>
<td>Austin</td>
<td>78751</td>
<td>N</td>
<td>M, Th, F 8:00am - 5:00pm, T, W 8:00am – 8:00pm</td>
</tr>
<tr>
<td>East Austin CHC</td>
<td>211 Comal Street</td>
<td>Austin</td>
<td>78702</td>
<td>N</td>
<td>M-F 8:00am - 5:00pm</td>
</tr>
<tr>
<td>Hancock CHC</td>
<td>1000 E. 41st Suite 960</td>
<td>Austin</td>
<td>78751</td>
<td>N</td>
<td>M-Su 8:00am - 8:00pm</td>
</tr>
<tr>
<td>Manor CHC</td>
<td>600 W. Carrie-Manor St</td>
<td>Manor</td>
<td>78653</td>
<td>N</td>
<td>M-F 7:15am - 4:15pm</td>
</tr>
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<tr>
<td>North Central &amp; Dental</td>
<td>1210 W. Braker Lane</td>
<td>Austin</td>
<td>78758</td>
<td>Y</td>
<td>M-Th 7:00am -9:00pm, F 7:00am - 6:00pm, Sa 8:00am - 4:30pm</td>
</tr>
<tr>
<td>Oak Hill CHC</td>
<td>8656 A Hwy 71 W STE. C</td>
<td>Austin</td>
<td>78735</td>
<td>N</td>
<td>M-Th 7:00am - 5:00pm, F 8:00am – 4:00pm</td>
</tr>
<tr>
<td>Pflugerville CHC</td>
<td>15822 Foothill Farms Loop</td>
<td>Pflugerville</td>
<td>78660</td>
<td>N</td>
<td>M-F 7:00am – 5:00pm</td>
</tr>
<tr>
<td>Rundberg</td>
<td>825 E Rundberg Ln</td>
<td>Austin</td>
<td>78753</td>
<td>N</td>
<td>M-F 7:10am 5:00pm</td>
</tr>
<tr>
<td>South Austin Community Health Center &amp; Dental</td>
<td>2529 S. First street</td>
<td>Austin</td>
<td>78704</td>
<td>Y</td>
<td>M-F 7:00am - 5:00pm</td>
</tr>
<tr>
<td>SEHWC &amp; Dental</td>
<td>2901 Montopolis Dr.</td>
<td>Austin</td>
<td>78741</td>
<td>Y</td>
<td>M-Sa 7:15am - 6:00pm</td>
</tr>
<tr>
<td>William Cannon CHC</td>
<td>6801 S IH-35 STE. 1-E</td>
<td>Austin</td>
<td>78745</td>
<td>N</td>
<td>M-Sa 7:15am - 8:00pm</td>
</tr>
<tr>
<td>ATCIC Dove Springs</td>
<td>5015 South IH 35</td>
<td>Austin</td>
<td>78744</td>
<td>N</td>
<td>M-F 8:00am 5:00pm</td>
</tr>
<tr>
<td>ATCIC Rundberg</td>
<td>825 E. Rundberg Lane, STE. F</td>
<td>Austin</td>
<td>78753</td>
<td>N</td>
<td>M-W 8:00am - 5:00pm</td>
</tr>
<tr>
<td>ATCIC East Second</td>
<td>1631 E. 2nd Street</td>
<td>Austin</td>
<td>78702</td>
<td>N</td>
<td>T, Th, F 8:00am – 5:00pm</td>
</tr>
<tr>
<td>Mobile Clinic</td>
<td>2901 Montopolis Dr.</td>
<td>Austin</td>
<td>78741</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT E

Acknowledgement of Receipt Form

NOTE: BIDDER SHALL COMPLETE AND RETURN THIS ATTACHMENT (all pages) WITH THEIR BID. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE OFFER.

By signature hereon, the Respondent certifies that:

- All statements and information prepared and submitted in the response to this Request for Proposal are current, complete and accurate.

- He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a CommUnityCare in connection with the submitted response. Failure to sign the Acknowledgement of Receipt Form or signing it with a false statement shall void the submitted Offer or any resulting Contracts.

- Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business.

- Respondent agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any Contract resulting from this Offer.

- Suspension, Debarment, and Terrorism: Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.
ATTACHMENT E, continued

Acknowledgement of Receipt Form

In acknowledgement of receipt of this Request For Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment K

Complete (Legal) Name of Bidder: __________________________________________________________

Bidder Tax Identification Number: __________________________________________________________

Business Address:  _______________________________________________________________________

Telephone Number:  _______________________________________________________________________

Type of Organization:  ☐ Individual ☐ Partnership ☐ Corporation ☐ Association

☐ Other (please describe) ___________________________________________________________________

If incorporated, state of incorporation: ___________________________________________________________________

Date organization was formed (month/year): ___________________________________________________________________

Number of years providing services/systems similar to those requested in this RFP: ______________ 

Addendum Receipt:

Offer hereby acknowledges the receipt of Addenda Numbers _______ through ____________.

Please certify the following by placing an “X” in the appropriate column:

<table>
<thead>
<tr>
<th>Certification</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is Bidder/Respondent currently in the process of filing for bankruptcy?</td>
<td></td>
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</tr>
<tr>
<td>Has Bidder/Respondent filed for bankruptcy within the past five (5) years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you certify that the Bidder/Respondent does not owe taxes to Travis County?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you certify that the Bidder/Responder is not currently under suspension or debarment by any governmental entity (local/state/federal government)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you acknowledge that if the Bidder/Responder is currently under suspension or debarment, its submittal may not be considered and may not be prohibited from doing business with CommUnityCare?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Individual authorized to bind Bidder/Respondent to Contract:

Name/Title:  _______________________________________________________________________

Telephone:  ______________ E-mail:  _______________________________________________________________________

Signature:  ___________________________________________ Date:  _______________________________________________________________________

Point of contact information for this RFP (if different from authorized individual):

Name/Title: ____________________________________________________________

Telephone: ______________________ E-mail: _______________________________

Bidder/Respondent HUB Declaration:

Are you certified as a HUB or an MBE/WBE/DBE source? If yes, please attach your HUB certification. 

Yes ☐ No ☐

Contract for Contracted Sterilization Services

The language for Contracted Sterilization Services identified in the RFP will form the Contract resulting from this RFP, and the Bidder /Respondent’s submission will be incorporated into the Contract. Please identify whether there are any requested exceptions or deviations.

☐ I do not request any exceptions or deviations to the stated Contract terms.

☐ I request the following exceptions or deviations to the stated Contract terms.

Insurance:

Do you carry professional liability insurance? ☐ Yes ☐ No
If yes, please identify the type/limits: ______________________________________

Do you carry errors and omissions insurance? ☐ Yes ☐ No
If yes, please identify the type/limits: ______________________________________

Litigation History:

Description of litigation to which the firm has been a party in the most recent five-year period. Please include the following details:
1) Name of case
2) Date filed
3) Court in which filed
4) Judgment or result

Important: The Bidder/Respondent must respond to all questions. The Bidder/Respondent may attach additional documents to the questionnaire to provide additional details.

Authorized Bidders Signature ___________________________ Date ________________
ATTACHMENT F

Certificate Of Secretary

I CERTIFY that:

I am the duly qualified and acting Secretary of ______________________________, a duly organized and existing Corporation of the State of______________________________

[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Directors of such corporation in a meeting legally held on the _______ day of __________, 20___, and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that ______________________________ [Insert Name of Person Executing Contract], the ___________________ [Position With Corporation] of this corporation, is authorized and directed to execute on behalf of and as the act of this corporation the Proposal Form for the CommUnityCare Contracted Sterilization Services RFP# 2017-08-001 together with all associated documents and should this corporation be the successful bidder for that project, to execute on behalf of and as the act of this corporation all necessary documents to effect a written agreement between this corporation and CommUnityCare for Contracted Sterilization Services RFP 2017-08-001. The Secretary is directed to attach a copy of the Proposal Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date ________________________________

Secretary ______________________________

President ______________________________

RFP 2017-08-001
ATTACHMENT G

Historically Underutilized Business (HUB) Form

The CommUnityCare's policy is to include Historically Underutilized Businesses (HUBs) in its procurement process and to provide equal opportunities for HUB participation in the provision of supplies, services, equipment, and construction projects required by CommUnityCare. As such, CommUnityCare seeks to ensure that a “good faith effort” is made to assist certified HUB vendors and contractors in its award of contracts and subcontracts.

To be considered as a “Certified HUB Contractor/Vendor”, the contractor/vendor must have been certified by, and hold a current and valid certification, from any of the following certifying agencies recognized by CommUnityCare: the Texas Building and Procurement Commission (State of Texas); City of Austin; and the Texas Unified Certification Program (TUCP), which includes six certifying agencies.

Suggested directories to assist Bidders in identifying potential HUBs to meet CommUnityCare’s “good faith effort” requirement include: State: http://www.window.state.tx.us/procurement/cmb/cmbhub.html; City: http://www.ci.austin.tx.us/smbr/vendors/certvendor.cfm; and TUCP: http://www.dot.state.tx.us/apps-cg/tucp/default.htm

Bidder HUB Declaration

Is your company certified as a HUB or an MBE/WBE/DBE source? Yes ☐ No ☐ If yes,
1. Attach your certification to this form and return it in the proposal;
2. Identify the certification agency by checking all that apply; ☐ Texas Building and Procurement Commission; ☐ City of Austin; ☐ Texas Unified Certification Program; and
3. Identify HUB Status (Gender & Ethnicity):

Subcontractor HUB Declaration

**Please complete this section if your proposal includes the use of HUB Subcontractors.**

Estimated percentage of the bid (proposal) that is to be subcontracted with Certified HUB sources: ___

For each proposed HUB subcontractor, complete the information below, attach the subcontractor’s HUB certification to this form, and return it in the proposal.

<table>
<thead>
<tr>
<th>HUB Subcontractor Name</th>
<th>Contact Person/Title (First/Last Name)/Title</th>
<th>Telephone Number (including area code)</th>
<th>E-mail address (if available)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
ATTACHMENT H

Conflict Of Interest Questionnaire

Introduction and Purpose

This Statement of Disclosure shall be completed by:

- The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of CommUnityCare.
- By signing and executing this bid, the bidder certifies and represents to CommUnityCare the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipients’ decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

PLEASE COMPLETE THE CONFLICT OF INTEREST FORM, IGN AND RETURN WITH BID SUBMITTAL
ATTACHMENT H, continued

Conflict Of Interest Questionnaire

Please answer the following questions to the best of your knowledge. Please print your responses and do not leave any questions blank.

1) Do you, a member of your family, or an entity in which you hold an interest (other than an interest of 1% or less in a publicly traded corporation), either own an interest in, or have an employment or other financial arrangement with, any business or entity that conducts or seeks to conduct business or is or could be in competition, directly or indirectly, with CommUnityCare?

Yes ( ) No ( ) If yes, describe: ____________________________________________

________________________________________________________________________

2) Have you, a member of your family, or an entity in which you hold an interest (other than an interest of 1% or less in a publicly traded corporation), received any compensation, whether it be salary, sales commission, revenue, or return on investment, which was directly or indirectly derived as a result of business with CommUnityCare (excluding your regular employee compensation from CommUnityCare)?

Yes ( ) No ( ) If yes, describe: ____________________________________________

________________________________________________________________________

3) Have you, a member of your family, or an entity in which you hold an interest (other than an interest of 1% or less in a publicly traded corporation), received from any business, entity or other outside person that conducts business with, seeks to do business with, or is or could be a competitor of CommUnityCare, any one-time gift or favor in excess of Fifty Dollars ($50.00) in value, or multiple gifts or favors with a cumulative value in excess of Two Hundred Fifty Dollars ($250.00) in a year? For this purpose, please list vendor paid travel, gifts or other business courtesies with an aggregate value in excess of $250 per year.

Yes ( ) No ( ) If yes, describe: ____________________________________________

________________________________________________________________________

4) Do you or a member of your family serve as a director, trustee, officer or any other fiduciary or key employee capacity for a non-[Company] corporation, partnership, or other business entity or organization that conducts or seeks to conduct business or that is or could be in competition, directly or indirectly, with [Company]?

Yes ( ) No ( ) If yes, describe (including name of entity, title and nature of the entity's business):

________________________________________________________________________
5) Are you, a member of your family, or an entity in which you hold an interest (other than an interest of 1% or less in a publicly traded corporation), engaged in any other activities which could be regarded as a potential conflict of interest with CommUnityCare?

Yes ( ) No ( ) If yes, describe: ________________________________________________________________

6) To the best of your knowledge, did you or a member of your family, or an entity in which you hold an interest (other than an interest of 1% or less in a publicly traded corporation), benefit during the fiscal year, from any transaction involving CommUnityCare as a result of information or advice furnished by you either directly or indirectly?

Yes ( ) No ( ) If yes, describe: ________________________________________________________________

__________________________________________________________

Signature Statement
I have read the CommUnityCare Conflict of Interest Policy, and I understand and acknowledge its requirements. I agree to comply with the CommUnityCare Conflict of Interest Policy. I will deal honestly, fairly and with integrity in all matters related to CommUnityCare and will not use my position or knowledge gained to the detriment of CommUnityCare or to my personal benefit or the benefit of a member of my family or an entity in which I hold an interest. I hereby agree to report immediately in writing to the CommUnityCare Corporate Compliance Officer any new situation with the potential for a Conflict of Interest which may develop before the completion of my next annual Statement of Disclosure. The answers above are true and accurate to the best of my knowledge as of the date of this disclosure.

Name (please print or type) Title:

____________________________________  ____________________________

Signature: Date:

____________________________________  ____________________________
Through your activities and services provided to CommUnityCare, you and/or your staff may have access to see or hear protected health information. Protected health information is defined as any information that identifies an individual (patient) and describes their health status, sex, age, ethnicity, or other demographic characteristics in any format (i.e., electronic, written, or oral). The protected health information is protected by federal and state law and by CommUnityCare’s privacy policies. The intent of the laws and policies is to assure that protected health information remains confidential, and that it is used only to provide patient care and services.

Your duties, obligations and responsibilities with regard to confidentiality are described below in the form of an agreement with CommUnityCare. We require you and your staff to agree and abide by the terms of this agreement. Any violation may subject you and your staff to discipline, which may include termination of your agreement with CommUnityCare and legal liability to the patient and CommUnityCare. If you have any questions regarding this statement or agreement, please contact our Compliance Officer.

Confidentiality Agreement

I, the undersigned agent for our company, agree to the following on behalf of our company and staff that may have access to your office as a result of the service we provide:

1. Our company and staff will safeguard and will not disclose information that could provide access to protected health information by persons outside of our company.

2. Our company and/or staff will report activities by any persons or entity that we suspect may compromise the confidentiality of protected health information. (Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.)

3. Our company and staff acknowledge that we will be responsible for any misuse or wrongful disclosure of confidential information and for any failure, on our part, to safeguard our means of access to confidential information. Our company and staff understand that failure to comply with this agreement may also result in termination of our vendor agreement and legal liability.

4. Our company will have a supervisor review and discuss this Confidentiality Agreement with each employee or staff member that provides services to CommUnityCare. The supervisor will also have the employee sign an Employee Confidentiality Agreement in the format provided by CommUnityCare.

(Company Name)

Name of authorized agent (please print)

Authorized agent’s signature       Date
ATTACHMENT J

GENERAL TERMS AND CONDITIONS

Terms and Conditions

Service and Grants

ACCEPTANCE: Seller’s written acceptance, commencement of work, shipment, or partial delivery of any item or service called for under this Purchase Contract shall constitute acceptance by the Seller of this Purchase Contract and its Terms and Conditions.

ACTIVITIES ABROAD: Contractor shall ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

AGE DISCRIMINATION ACT OF 1975: Contractor agrees to comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq. All hiring for goods and services necessary as a result of this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under a subsequent contract.

ASSIGNMENT: CommUnityCare may assign any of its obligations under this Purchase Contract. Contractor may assign any of its rights or obligations under this Purchase Contract only with the prior written consent of CommUnityCare. No official, employee, representative, or agent of CommUnityCare has the authority to approve any assignment under this Purchase Contract unless that specific authority is expressly granted by CommUnityCare’s Board of Directors. The terms, provisions, covenants, obligations and conditions of this Purchase Contract are binding upon and inure to the benefit of the successors-in-interest and the assigns of the parties to this Purchase Contract in compliance with the provisions of this Purchase Contract.

CERTIFICATION: Contractor certifies that Contractor is a duly-qualified, capable, and licensed business entity or individual; Contractor is not in receivership and does not contemplate it; and Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that it is not currently delinquent with respect to payment of property taxes within Travis County.

CIVIL RIGHTS ACT OF 1964 (TITLE VI): Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

CLEAN AIR AND CLEAN WATER ACT: Contractor agrees to comply with 42 U.S.C. 7606 and EO 11738 which provides for the protection and enhancement of the quality of the nation’s air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation’s waters.

CODE OF CONDUCT: Employees, volunteers, contractors and members of the Governing Board of CommUnityCare share the vision to provide primary health care, education, and preventive services to clients in the service area. The goal and purpose of the Code of Conduct is to maintain the integrity of CommUnityCare as a reliable healthcare provider and integral part of the community we serve. Compliance with the Code of Conduct simply means that we “do the right thing” and the Code is our guide toward that end. Our policies and procedures are written and implemented in compliance with the regulations and standards of health care, which essentially are “the right thing.” Contractor’s commitment to the CommUnityCare vision, mission and values to ethical conduct and to servicing others with your special and unique talents will help CommUnityCare success in meeting the health needs of our community and patients.
COMMUNITYCARE ACCESS AND AUDIT: During the term of this Purchase Contract and for a period of four (4) years following termination of this Purchase Contract, CommUnityCare maintains the right to review and audit any of the books and records of Contractor relating to Contractor's performance and receipt of payments under this Purchase Contract. CommUnityCare may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives or through independent external auditors or representatives retained by CommUnityCare. CommUnityCare will conduct such review or audit upon reasonable notice to the Contractor, at its own expense, and during regular business hours. The records shall be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Purchase Contract is not finally resolved.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Each party shall provide the services and activities to be performed under the terms of this Purchase Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Purchase Contract, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); and the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"). No party shall discriminate against any employee, applicant for employment, or plan participant based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all services and activities under this Purchase Contract, each party will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.

CONFLICT BETWEEN DOCUMENTS: In the event that there is a conflict between the Purchase Order and Purchase Contract, the terms and conditions in this Contract shall prevail.

CONFLICT-OF-INTEREST: Contractor shall file a completed Conflict-of-Interest Questionnaire "CIQ" as required by CommUnityCare. Contractor shall email the completed CIQ within seven (7) days of receipt of this signed Contract to *purchasing@communitycaretx.org. If any statement on the submitted CIQ becomes incomplete or inaccurate, Contractor shall submit an updated CIQ not later than the seventh (7th) business day after the date of an event that makes a statement in the CIQ incomplete or inaccurate with CommUnityCare Purchasing Department.

CONTRACT CONSTRUCTION: Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with Texas Government Code, Sec 312.002 and 312.003. For purposes of this solicitation and any resulting award, the following words or phrases shall have the meanings indicated: (i) CommUnityCare – Central Texas Community Health Centers d/b/a CommUnityCare; (ii) Board of Directors – CommUnityCare’s Board of Directors, the governing body of CommUnityCare; (iii) Seller/Contractor– a person or firm receiving award of a contract from CommUnityCare; and (iv) Subcontractor–a person or firm doing business with a contractor.

CONTROLLED SUBSTANCES: Contractor is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21U.S.C. 812.

COVENANT AGAINST CONTINGENT FEES: Seller warrants that no persons have or selling agency has been retained to solicit this Purchase Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, CommUnityCare shall have the right to terminate this Purchase Contract without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS: Certification under this
Section provides for compliance with certification requirements under 15 C.F.R. Part 26, “Government-wide Debarment and Suspension.” By signing this Contract, Contractor hereby certifies that, to the best of its knowledge and belief, it:

- is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- as not within a three-year period preceding the date of this Contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;
- violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
- is not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- has not within a three-year period preceding the date of this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**DISPUTE:** “Dispute” means any and all disagreements, questions, claims, or controversies arising out of or relating to this Contract, including the validity, construction, meaning, performance, effect, or breach of the Contract.

**DRESS CODE:** Contractors will follow a professional dress code that includes but is not limited to: No holes in clothes; No excessive visible tattoos or piercings; and No extreme haircuts. A clinic or office manager can request the Contractor to leave the premises if not properly attired.

**EDUCATION AMENDMENTS OF 1972 (TITLE IX):** Contractor agrees to comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1863, 1685, and 1686, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**ELIMINATION OF ARCHITECTURAL BARRIERS TO THE HANDICAPPED:** Contractor will comply with The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which sets forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. Contractor agrees that all new facilities designed or constructed with HHS grant support will comply with these requirements. These minimum standards must be included in the specifications for any HH-funded new construction unless the recipient proposes to substitute standards that meet or exceed these standards. Contractor agrees that the renovation project will comply with the Act, including use of the minimum standards in the specifications.

**ENTIRETY OF AGREEMENT AND MODIFICATION:** All oral and written agreements between the parties to this Purchase Contract relating to the subject matter of this Purchase Contract that were made prior to the execution of this Purchase Contract have been reduced to writing and are contained in this Purchase Contract. This Purchase Contract may be amended only by an instrument in writing that is signed by both parties. Amendments to this Purchase Contract shall be effective as of the date stipulated therein. Contractor acknowledges that no CommUnityCare officer, agent, employee, or representative has any authority to amend this Purchase Contract unless expressly granted that specific authority by CommUnityCare Board of Directors.

**FORCE MAJEURE:** Neither CommUnityCare nor Contractor will be deemed to have breached this Purchase Contract or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Purchase Contract if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, power or communications line failure or other circumstances beyond such party’s
control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Purchase Contract.

**FRAUD, WASTE AND ABUSE:** Contractor agrees to report the existence (or apparent existence) of fraud, waste, or abuse related to HHS grants or use of grant funds to HHS by calling the OIG hotline at 1-800-HHS-TIPS (1-800-447-8477) or TTY at 1-800-377-4950; by fax at 1-800-223-8164; by e-mail at HHSTips@oig.hhs.gov; or by mail at Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Avenue, SW, Washington, DC 20201. Fraud, Waste and abuse includes, but is not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Examples are theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the recipient; submitting false financial reports; and submitting false financial data in bids submitted to the recipient (for eventual payment under the grant).

**GOVERNING LAW AND VENUE:** The laws of the State of Texas (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Contract and all transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Purchase Contract is in Travis County, Texas.

**HIPAA AND CONFIDENTIALITY:** If, during the course of providing said commodity or service, Contractor is exposed to confidential Patient Health Information (PHI), Contractor will not disclose that PHI to any person. Contractor agrees that in the event that they see or hear any PHI they will not reveal or disclose such information to any person. Contractor further agrees not to read copies of any documents containing PHI, and not to access any computer, cabinet, desk or file at CommUnityCare. Contractor further understands that their obligation to maintain the confidentiality of PHI will continue after their work with CommUnityCare ends. Finally, Contractor understands that unauthorized access to, disclosure or use of CommUnityCare's PHI may result in the termination of Contractor’s contract with CommUnityCare, and the imposition of civil and criminal fines pursuant to Texas and federal laws.

**HISTORICAL PROPERTIES/ARCHAEOLOGICAL SITES:** Contractor must determine whether activities using HHS grant funds will affect a property listed in the National Register as identified in Section 106 of the National Historic Preservation Act (16 U.S.C. 470 et seq.).

**Holdover:** Upon expiration of the Initial Term or any Renewal Term, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to negotiate or award a new contract.

**INDEMNIFICATION:** Contractor agrees to and shall indemnify and hold harmless CommUnityCare, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. Contractor agrees to and shall indemnify and hold harmless CommUnityCare, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party.

**INSURANCE:** Contractor shall carry insurance sufficient to provide adequate protection for the services or good provided under this Purchase Contract.
INVOICES: For purposes of complying with prompt payment standards, time does not begin unless or until all billing instructions have been complied with and proper delivery or performance has been made satisfactorily approved, whichever is later. CommUnityCare has twenty-one (21) days after the date CommUnityCare receives the invoice in which to notify Contractor of an error in the invoice. A complete and acceptable invoice will contain: Line item descriptions of goods or services delivered, Location of goods or services delivery, Date of goods or services delivery, A unique invoice number, Reference the Purchase Order Number issued and the invoice will also contain a remittance section containing the date of service, the total amount due and the remittance address. Paper invoices should be mailed to CommUnityCare, P.O. Box 17366 Austin, TX 78760. Electronic invoices should be sent to accountspayable@communitycaretx.org

LEGAL CONSTRUCTION: If one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

NEGOTIATION AND MEDIATION: In the event of a dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the dispute through informal negotiations. A disputing party shall give written notice of the dispute to the other party that shall contain a brief statement of the nature of the dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE 154.073, unless both parties agree, in writing, to waive the confidentiality.

NONDISCRIMINATION AND STATUS: Seller certifies that it is a duly qualified, capable and otherwise eligible business entity, it is not in receivership and does not contemplate same and it has not filed for bankruptcy.

NOTICES: Any notice required or permitted to be given under this Contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this Contract.

NOVATION AND CHANGE OF NAME AGREEMENTS: Seller is responsible for the performance of this Contract. If Seller experiences a change of name or change of ownership, Seller shall notify CommUnityCare immediately. No change in the obligation of or to the Seller will be recognized until it is approved by CommUnityCare.

OFFICIALS NOT TO BENEFIT: No employees or appointed officials of CommUnityCare shall be admitted to any share or part of this Purchase Contract or to any benefit that may arise there from. Seller agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of CommUnityCare, with a view to securing a contract or securing favorable treatment with respect to the award, the amendment, or the making of any determination with respect to performance of this Purchase Contract. CommUnityCare at its sole discretion may terminate or rescind this Purchase Contract for violation of this provision without liability to CommUnityCare.

ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (i) Specifications, (ii) Drawings, (iii) Special Terms and Conditions, (iv) General Terms and Conditions, and (v) Item Description.
PAYMENTS FOR SERVICE: CommUnityCare will pay only those amounts invoiced by Contractor for actual hours worked and expenses incurred to perform the Services.

PAYMENTS: Payment shall be made by check or electronic transfer of funds upon satisfactory delivery and acceptance of all items or services and submission of a proper invoice. For purposes of payment discounts, time will begin upon satisfactory delivery of goods or services or submission of a proper invoice, whichever is later. No partial payments shall be accepted. Payments will be paid within 30 days after receiving a correct invoice.

PRO-CHILDREN ACT: Contractor will comply with The Pro-Children Act of 1994, 20 U.S.C. 7183, which provides that smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care.

PROTECTION OF WETLANDS: Contractor agrees to comply with EO 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands.

PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT: Contractor agrees to comply with The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, which is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a).

REHABILITATION ACT OF 1973 (SECTION 504): Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

RESOURCE CONSERVATION AND RECOVERY ACT: Contractor agrees that preference will be given in procurement programs to the purpose of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247-254).

SAFE DRINKING WATER ACT: Contractor agrees that no Contract will be entered into for any project that the EPA Administrator determines may contaminate an aquifer, as identified in 42 U.S.C. 300h-3, which provides for the protection of underground sources of drinking water that have an aquifer which is the sole source of drinking water.

SEVERABILITY: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAXES: Contractor acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by CommUnityCare on behalf of Contractor or its employees. Contractor and its employees will not be treated as employees with respect to the Services performed under the terms and conditions of this Contract for federal and state tax purposes. Contractor accepts responsibility for the compensation of its employees, withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Contractor. Contractor understands that it is responsible for paying, according to the law, its income tax.

TERMINATION FOR DEFAULT: If Seller defaults in the performance of its obligations under this Contract, CommUnityCare may terminate the contract upon twenty-four (24) hours advance written notice to Seller. In addition to and without restricting any other legal, contractual, or equitable remedies otherwise available to CommUnityCare, CommUnityCare may terminate the Contract without cause by giving Seller at least ten (10) days advance written notice of termination. During budget planning and adoption, if CommUnityCare fails to provide funding for this Contract for the following fiscal year, CommUnityCare
may terminate this contract after giving Seller notice that this contract is terminated due to the failure to fund it.

**TERMINATION FOR GRATUITIES:** CommUnityCare may terminate this Contract if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Contractor or any agent or representative of Contractor to any CommUnityCare official or employee with a view toward securing favorable treatment with respect to this Purchase Contract. If this Contract is terminated by CommUnityCare pursuant to this provision, CommUnityCare shall be entitled, in addition to any other rights and remedies, to recover from Contractor at least three times the cost incurred by Contractor in providing the gratuities.

**TERMINATION WITHOUT CAUSE:** Notwithstanding anything to the contrary herein, either party may terminate this Contract at any time, without cause, upon ninety (90) days prior written notice to the other party.

**TIN:** Contractor shall provide CommUnityCare with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations. Contractor understands that this W-9 Form must be provided to CommUnityCare before any funds are payable under this Contract. If there are any changes in the W-9 Form during the term of the Contract, Contractor will immediately provide with a new and correct W-9 Form.

**TRAFFICKING VICTIMS PROTECTION ACT OF 2000:** Contractor acknowledges that HRSA grant awards are subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and agrees to comply with the terms of the Act.

**U.S. FLAG AIR CARRIERS:** Contractor agrees to comply with the requirement that U.S. Flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference.

**USA PATRIOT ACT:** Contractor agrees to comply with The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) (18 U.S.C. 175-175c), which prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials.

**WAIVER OF DEFAULT OR BREACH:** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provisions, covenant, or condition of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.

**WARRANTY:** Implied warranties notwithstanding, Seller warrants to CommUnityCare that all items delivered and all services rendered under this Contract will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference in this Contract, will be of merchantable quality, good workmanship, and free from any defects. Seller further agrees to provide copies of applicable warranties to CommUnityCare. Return of merchandise not meeting applicable warranties or specifications shall be at Seller’s expense.

**HOLIDAY SCHEDULE.** Administrative and regular clinics will be closed the following dates:

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Attachment K

Bidder References

Bidder must provide three (3) reference from customers for whom the bidder has provided services of the same nature and type as those outlined in this solicitation. References submitted must be for services provided in the past two (2) years (from the date of this solicitation). If the bidder has provided services to CommUnityCare during this timeframe, one of the references may be from a CommUnityCare Contract Manager. The letters of reference must contain sufficient information (i.e., specific times and locations where the bidder was observed while providing services) in order to verify the bidder’s experience. In the case of letters not composed by CommUnityCare Contract Managers, each letter must be composed by someone who had direct experience with the provision of services outlined in the letter. Each letter of reference must address each of the following:

1. The bidder’s responsiveness to requests for service; and
2. The bidder’s ability to provide services as compared to their agreed upon contract; and
3. The customer’s overall assessment of the bidder’s performance.

CommUnityCare reserves the right to utilize the letters of reference in determining whether a bidder is a responsible Contractor/Supplier.

References

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