

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

2. AMENDMENT/MODIFICATION NO
200009

3. EFFECTIVE DATE
1/1/2014

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE 001AL-A2-2

7. ADMINISTERED BY (if other than item 6)

CODE

Department of Veterans Affairs
O&L / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines, IL 60141

Department of Veterans Affairs
O&L / National Acquisition Center
Building 37
Hines IL 60141

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

POLYMEDCO CANCER DIAGNOSTIC PRODUCTS LLC

510 FURNACE DOCK RD
CORTLANDT MANOR NY 105676220

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
V797P-7136A

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X 04-01-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) 552.243-72 Modification Clause & AS1508 Option to Extend

X

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Option to Extend 66III Cost Per Test

This bilateral modification is issued to exercise the Government's option to extend the term of the contract pursuant to Clause AS 1508, "Option to Extend the Term of the Contract."

The extended performance is January 1, 2014 through March 31, 2018

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

John Milazzo - Customer Supp. Mgr.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Lynda O'Neill
Contracting Officer

15B. CONTRACTOR'S OFFICER

(Signature of person authorized to sign)

15C. DATE SIGNED

7-26-13

16B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

16C. DATE SIGNED

7/31/2013

Handwritten initials and date: J.M. 9/20/13



Polymedco

Cancer Diagnostic Products, LLC 510 Furnace Dock Road Cortlandt Manor, NY 10567 800-431-2123 FAX 914-739-5890

Department of Veterans Affairs
Federal Supply Schedule
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order, are available through *GSA Advantage!* a menu-driven database system. The INTERNET address for *GSA Advantage!* is: GSAAdvantage.gov

Laboratory Instruments and Equipment
FSC Group 66, Part II Cost-Per-Test
FSC Class 6630

Contract No: V797P-7136A

Contract Period: 4/01/2013 to 3/31/2018

For more information on ordering from Federal Supply Schedules
Click on the FSS Schedules button at fss.gsa.gov

Polymedco Cancer Diagnostic Products, LLC.
510 Furnace Dock Road
Cortlandt Manor, NY 10567

Phone: 1-800-431-2123
Fax: 1-914-470-0412
www.polymedco.com

Size of Business: Small



CUSTOMER INFORMATION:

1. Table of awarded special item number(s): 605-2b

Models and Catalog Number

OCS80 OC Auto Micro 80

2. Maximum order: None
3. Minimum order: 500 reportable Tests Per Month for agreement. No limit per order once agreement is in place
4. Geographic coverage (delivery area): 50 States, D.C. and Puerto Rico
5. Point(s) of production: Cortlandt Manor, NY
6. Prices shown herein are net, discount deducted.
7. Quantity discounts: None
8. Prompt payment terms: Net 30 Days from receipt of invoice.
9. Government commercial credit card: Accepted up to and over the micro-purchase threshold, with no additional discount.
10. Foreign items (list items by country of origin): All items in Price List are of Japan origin.
11. Time of delivery: Within 10 days, ARO for Reagents and Supplies, 21 days ARO for Equipment.
12. F.O.B. point(s): Destination 48 States, Washington D.C. to consignees premises free of charge and to ports of exportation for AK, HI, and P.R. Ordering facility to pay for shipping from port of exportation to the facility.
13. Ordering address(es): 510 Furnace Dock Road,
Cortlandt Manor, NY 10567
14. Payment address(es): P.O. Box 71667
Chicago, IL 60694-1667
15. Warranty provision: Service is included for the life of the CPT/CPRR contract
16. Export packing charges: No additional charge
17. Terms and conditions of rental, maintenance and repair:
(1-800-431-2123) Emergency repair service within 24 hours of time of notification of the malfunction Monday – Friday, 8:00 am – 5:00 pm. Initial contact is telephone diagnosis and repair (no charge). Emergency repair service between 5:00 pm – 8:00 am and weekends/holidays will be billed at a flat rate of \$900.00. This rate for service includes parts. For VA facilities that choose 24/7 service, the flat rate of \$900.00 does not apply.
18. Installation: Installation and on-site operator training included.
19. Terms and conditions of repair parts: Included
20. Service Points: Polymedco Cancer Diagnostic Products, LLC. 1-800- 431-2123
21. List of service and distribution points (if applicable): N/A
22. List of participating dealers (if applicable): None
23. Preventive maintenance (if applicable): OC Auto Micro 80 models are provided with one preventive maintenance visit per year.
24. Amendments: Upon mutual agreement between Polymedco and the V.A.
25. Data Universal Number System (DUNS) number: 07-841-3594
26. Notification regarding registration in Central Contractor Registration (CCR) database. Polymedco is registered in CCR. The NAICS code is 334516.



COST PER SAMPLE – NET PRICE

CPT & CPRR PRICING

	<u>CPT</u>	<u>CPRR</u>
Standard Price*	\$7.00	\$8.50
With 24/7 Service	\$7.25	\$8.75

*(includes Service at 8:00 a.m. – 5:00 p.m. normal business hours)
Emergency Service Option 2: Emergency Service between 5:00 p.m.-8:00 a.m. and weekends/holidays will be billed at \$900.00 flat rate per service call.

Note 1: CPT includes one (1) collection bottle, CPRR includes up to three (3) collection bottles.

TABLE 1 The following items are included in CPT and CPRR

Catalog No.	Product
OC80	FOBT Latex Reagent (200 Tests)
OC80C	FOBT Calibrator
OCQN	FOBT Negative Control
OCQP	FOBT Positive Control
OC80W	Wash Solution
OC80B	Buffer
OC80CUV	Cuvettes 1x 100
TT-88	Calibrator Cups

TABLE 2 The following items are excluded from CPT and CPRR.

Catalog No.	Product	
FBTP2	20X50 Collection Paper	\$90.00
FOBT-ENVEBULKVA	Mailing Envelope Pack X 500	\$140.00
51242-BULK VA	Outer Envelope X 500	\$40.00
51401-BULK	Educational Brochure x 500	\$40.00
OCPU-VA1	Personal Packs 20 per box	\$33.00
OCPU-VA3	Personal Packs 20/box with 3 sample bottles	\$70.00
OCS1	4 X 50 Sample Bottles	\$152.00
OCS2	20 X 50 Sample Bottles	\$763.00
TP-5	Thermal Paper	\$20.00



CPT/CPRR Billing Procedure
Polymedco/Ordering Facility

Ordering Facility Designation

Each ordering facility must declare their choice of Cost per Test (CPT) or Cost per Reportable Result (CPRR) mechanism for billing procedure prior to equipment installation. CPT basis means that a ordering facility will collect and assay one (1) patient sample and report one patient result for billing. CPRR basis means that a ordering facility may collect and assay up to three (3) patient samples and report one (1) patient result for billing.

Cost-Per-Test Basis

“Cost-Per-Test” (CPT) means the pricing arrangement intended to allow the ordering (Customer) to generate a single patient test result for a given test. The CPT pricing includes the cost of Reagents, related Products (e.g. latex reagent, calibration, controls, one (1) collection device and consumables), but excludes, personal use packs (personal use pack components).

Cost-Per-Reportable Basis

“Cost-Per-Reportable Result” (CPRR) means the pricing arrangement intended to allow the ordering (Customer) to generate a single patient test result for a given test at a cost that is a comprehensive estimate of the Customer’s true cost, and reflects the Customer’s actual cost of running laboratory diagnostic tests. The CRRR pricing includes the cost of Reagents, related Products (e.g. latex reagent, calibration, controls, up to three (3) collection devices and consumables), but excludes, personal use packs (personal use pack components).

“Monthly Payment” means an amount billed to the Customer monthly for actual Cost Per Test or Cost Per Reportable Result (as described above) performed during the preceding month of the CPT/CPRR Term, as reflected in the Customer’s Monthly Usage Report, generated from the Customer’s LIS System or Customer’s other reporting system. This report must be provided to Polymedco (Supplier) no later than ten (10) business days from the end of the preceding month and must include the number of tests used for calibration, numbers of tests used for controls (QC data), patient results (positive and negative) indicating the total number of tests used to produce the patient results reported. Supplier will charge each CPT or CRRR to the Customer at the corresponding price per CPT or CRRR set forth in the agreement.

Monthly Shipping Orders. Under the CPT/CPRR Program, a Customer will establish a standing order for Test Materials. Supplier will contact the Customer to determine the quantity of Test Materials required by the Customer, and Supplier will use commercially reasonable efforts to ship Monthly Stocking Orders to the Customer within ten (10) ARO following receipt of the Customer’s requirements for Test Materials. Supplier will designate the method of shipment of the Test Materials in the Monthly Stocking Order.

Quarterly Reconciliation. At the end of each quarter, the parties will reconcile the number of CPT/CPRR vs. the amount of the Product supplied, to determine the percent variance of the amount of product provided by the Supplier from the number of patient tests invoiced. If the number of patient tests invoiced plus the remaining inventory of Product is greater than a 2% variance of the product provided at no charge, the Supplier will invoice the Customer for the number of tests difference. See the example below:

- A. Supplier provided 10 test kits per month (200 tests per kit) = 2,000 tests x 3 months = 6,000 tests/quarter.
- B. Customer’s LIS report indicates total usage for the quarter of 5,000 tests for the quarter.
- C. Customer has 2.5 kits (or 500 tests) remaining in inventory.
- D. There is a discrepancy of 2.5 kits or 500 tests. 2% of 6,000 tests provided are 120 tests, presumably used for calibration and QC (controls). 380 tests are unaccounted for and must be billed back to the Customer.