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

1. REQUISITION NO.



| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 36C24526Q0760 | 06-18-2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | Aria Melville, Aria.Melville@va.gov | 410-637-1508 | 07-02-2026 2:00 PM EDT |

9. ISSUED BY CODE 1

Department of Veterans Affairs
VISN 5 Contracting
Network Contracting Office 5
849 International Drive
Linthicum MD 21090
Aria Melville, Contracting Officer
Aria.Melville@va.gov

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 621610

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 1

Department of Veterans Affairs
Washington DC VAMC
Katrina Kearney
50 Irving Street NW
Washington DC 20422

16. ADMINISTERED BY CODE 1

Department of Veterans Affairs
VISN 5 Contracting
Network Contracting Office 5
Aria Melville, Contracting Officer
Baltimore MD 21201

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 1

Purchase Card Only

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

[ ] SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page) | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Contractor shall provide Durable Medical Equipment (DME) and Services as described in the Performance Work Statement (PWS).<br><br>Contractor shall be responsible for correct wages, titles, and compliance with all applicable wages and hours law.<br><br>Period of Performance shall be from August 1, 2026 through July 31, 2027 (Base Year).<br><br>Offerors shall follow the submission instructions specified in Addendum to FAR Provision 52.212-1 included in this solicitation. Failure to follow the instructions will result in an unfavorable evaluation and may not be considered for award.<br><br>All questions shall be submitted in writing by 5:00 PM EDT on June 24, 2026.<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [x] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Aria Melville, Contracting Officer 31c. DATE SIGNED

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

| | |
|---|---|
| **Business Name** | |
| **Address** | |
| **City/State/Zip Code** | |
| **Unique Entity ID (SAM UEI#)** | |
| **Point of Contact** | |
| **Email Address** | |
| **Telephone Number** | |

b. GOVERNMENT:

Aria Melville, Contracting Officer
Department of Veterans Affairs
NCO 5 Contracting Office (19ACQ)
1 Boiler House Road, Bldg. 101C,
Room 4
Perry Point, MD 21902

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

[] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
[X] 52.232-36, Payment by Third Party - Paid By Government Purchase Card

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X]

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

Payment will be made by Government Purchase Card.
Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

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

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

## B.2 PRICE/COST SCHEDULE

The Contractor shall provide Durable Medical Equipment (DME) to beneficiaries of the Department of Veterans Affairs (VA) at their residences. The Veterans under this requirement are served 24 hours a day, seven days a week including holidays by the Washington DC VAMC.

The Government intends to award multiple Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) contracts under this solicitation, subject to the availability of funds, evaluation results, and the best interests of the Government. A minimum guarantee will be established per contract award. The minimum guarantee for each IDIQ contract awarded under this solicitation is $12,500. The total maximum value (ceiling) across all contracts awarded under this solicitation shall not exceed $5,596,000 for the base and all option periods combined. The Government is not obligated to any specific quantity beyond the minimum guarantee but shall be obligated to provide payments for all services provided in accordance with this solicitation.

UNIT (TRP) = per trip for combined pick-up and/or delivery to a single Veteran address
UNIT (EA) = Each

### ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| **0001** | Zone 1 - SETUP AND DELIVERY<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | 517.00 | TRP | _____ | _____ |
| **0002** | Zone 1 - INSTALL<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | 517.00 | HR | _____ | _____ |
| **0003** | Zone 1 - REPAIR<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | 129.00 | HR | _____ | _____ |
| **0004** | Zone 1 - EMERGENCY VISITS<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027 | 65.00 | EA | _____ | _____ |

PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0005** | 65.00 | EA | _____ | _____ |

Zone 1 - CANCELLATIONS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0006** | 517.00 | TRP | _____ | _____ |

Zone 2 - SETUP AND DELIVERY
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0007** | 517.00 | HR | _____ | _____ |

Zone 2 - INSTALL
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0008** | 129.00 | HR | _____ | _____ |

Zone 2 - REPAIR
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0009** | 65.00 | EA | _____ | _____ |

Zone 2 - EMERGENCY VISITS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0010** | 65.00 | EA | _____ | _____ |

Zone 2 - CANCELLATIONS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0011** | 517.00 | TRP | _____ | _____ |

Zone 3 - SETUP AND DELIVERY
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0012** | 517.00 | HR | _____ | _____ |

Zone 3 - INSTALL
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0013** | 129.00 | HR | _____ | _____ |

Zone 3 - REPAIR
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0014** | 65.00 | EA | _____ | _____ |

Zone 3 - EMERGENCY VISTS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0015** | 65.00 | EA | _____ | _____ |

Zone 3 - CANCELLATIONS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0016** | 517.00 | TRP | _____ | _____ |

Zone 4 - SETUP AND DELIVERY
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0017** | 517.00 | HR | _____ | _____ |

Zone 4 - INSTALL
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0018** | 129.00 | HR | _____ | _____ |

Zone 4 - REPAIR
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0019** | 65.00 | EA | _____ | _____ |

Zone 4 - EMERGENCY VISITS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **0020** | 65.00 | EA | _____ | _____ |

Zone 4 - CANCELLATIONS
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1001** | 566.00 | TRP | _____ | _____ |

Zone 1 - SETUP AND DELIVERY
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1002** | 566.00 | HR | _____ | _____ |

Zone 1 - INSTALL
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1003** | 142.00 | HR | _____ | _____ |

Zone 1 - REPAIR
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1004** | 71.00 | EA | _____ | _____ |

Zone 1 - EMERGENCY VISITS
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1005** | 71.00 | EA | _____ | _____ |

Zone 1 - CANCELLATIONS
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1006** | 566.00 | TRP | _____ | _____ |

Zone 2 - SETUP AND DELIVERY
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1007** | 566.00 | HR | _____ | _____ |

Zone 2- INSTALL
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services

PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1008** | 142.00 | HR | _____ | _____ |
| Zone 2 - REPAIR<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1009** | 71.00 | EA | _____ | _____ |
| Zone 2 - EMERGENCY VISITS<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1010** | 71.00 | EA | _____ | _____ |
| Zone 2 - CANCELLATIONS<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1011** | 566.00 | TRP | _____ | _____ |
| Zone 3 - SETUP AND DELIVERY<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1012** | 566.00 | HR | _____ | _____ |
| Zone 3 - INSTALL<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1013** | 142.00 | HR | _____ | _____ |
| Zone 3 - REPAIR<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1014** | 71.00 | EA | _____ | _____ |
| Zone 3 - EMERGENCY VISITS<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **1015** | 71.00 | EA | _____ | _____ |
| Zone 3 - CANCELLATIONS<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028 | | | | |

PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1016** | 566.00 | TRP | _____ | _____ |

Zone 4 - SETUP AND DELIVERY
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1017** | 566.00 | HR | _____ | _____ |

Zone 4 - INSTALL
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1018** | 142.00 | HR | _____ | _____ |

Zone 4 - REPAIR
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1019** | 71.00 | EA | _____ | _____ |

Zone 4 - EMERGENCY VISITS
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **1020** | 71.00 | EA | _____ | _____ |

Zone 4 - CANCELLATIONS
Contract Period: Option 1
POP Begin: 08-01-2027
POP End: 07-31-2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2001** | 621.00 | TRP | _____ | _____ |

Zone 1 - SETUP AND DELIVERY
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2002** | 621.00 | HR | _____ | _____ |

Zone 1 - INSTALL
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2003** | 155.00 | HR | _____ | _____ |

Zone 1 - REPAIR
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2004** | 78.00 | EA | _____ | _____ |

Zone 1 - EMERGENCY VISITS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2005** | 78.00 | EA | _____ | _____ |

Zone 1 - CANCELLATIONS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2006** | 621.00 | TRP | _____ | _____ |

Zone 2 - SETUP AND DELIVERY
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2007** | 621.00 | HR | _____ | _____ |

Zone 2 - INSTALL
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2008** | 155.00 | HR | _____ | _____ |

Zone 2 - REPAIR
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2009** | 78.00 | EA | _____ | _____ |

Zone 2 - EMERGENCY VISITS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2010** | 78.00 | EA | _____ | _____ |

Zone 2 - CANCELLATIONS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2011** | 621.00 | TRP | _____ | _____ |

Zone 3 - SETUP AND DELIVERY
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2012** | 621.00 | HR | _____ | _____ |

Zone 3 - INSTALL
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2013** | 155.00 | HR | _____ | _____ |

Zone 3 - REPAIR
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2014** | 78.00 | EA | _____ | _____ |

Zone 3 - EMERGENCY VISITS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2015** | 78.00 | EA | _____ | _____ |

Zone 3 - CANCELLATIONS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2016** | 621.00 | TRP | _____ | _____ |

Zone 4 - SETUP AND DELIVERY
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2017** | 621.00 | HR | _____ | _____ |

Zone 4 - INSTALL
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2018** | 155.00 | HR | _____ | _____ |

Zone 4 - REPAIR
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2019** | 78.00 | EA | _____ | _____ |

Zone 4 - EMERGENCY VISITS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **2020** | 78.00 | EA | _____ | _____ |

Zone 4 - CANCELLATIONS
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3001** | 680.00 | TRP | _____ | _____ |

Zone 1 - SETUP AND DELIVERY
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3002** | 680.00 | HR | _____ | _____ |

Zone 1 - INSTALL
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3003** | 170.00 | HR | _____ | _____ |

Zone 1 - REPAIR
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3004** | 85.00 | EA | _____ | _____ |

Zone 1 - EMERGENCY VISITS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3005** | 85.00 | EA | _____ | _____ |

Zone 1 - CANCELLATIONS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3006** | 680.00 | TRP | _____ | _____ |

Zone 2 - SETUP AND DELIVERY
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3007** | 680.00 | HR | _____ | _____ |

Zone 2 - INSTALL
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3008** | 170.00 | HR | _____ | _____ |

Zone 2 - REPAIR
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3009** | 85.00 | EA | _____ | _____ |

Zone 2 - EMERGENCY VISITS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3010** | 85.00 | EA | _____ | _____ |

Zone 2 - CANCELLATIONS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3011** | 680.00 | TRP | _____ | _____ |

Zone 3 - SETUP AND DELIVERY
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3012** | 680.00 | HR | _____ | _____ |

Zone 3 - INSTALL
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3013** | 170.00 | HR | _____ | _____ |

Zone 3 - REPAIR
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3014** | 85.00 | EA | _____ | _____ |

Zone 3 - EMERGENCY VISITS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3015** | 85.00 | EA | _____ | _____ |

Zone 3 - CANCELLATIONS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3016** | 680.00 | TRP | _____ | _____ |

Zone 4 - SETUP AND DELIVERY
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3017** | 680.00 | HR | _____ | _____ |

Zone 4 - INSTALL
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3018** | 170.00 | HR | _____ | _____ |

Zone 4 - REPAIR
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3019** | 85.00 | EA | _____ | _____ |

Zone 4 - EMERGENCY VISITS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **3020** | 85.00 | EA | _____ | _____ |

Zone 4 - CANCELLATIONS
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4001** | 746.00 | TRP | _____ | _____ |

Zone 1 - SETUP AND DELIVERY
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4002** | 746.00 | HR | _____ | _____ |

Zone 1 - INSTALL
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4003** | 186.00 | HR | _____ | _____ |

Zone 1 - REPAIR
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4004** | 93.00 | EA | _____ | _____ |

Zone 1 - EMERGENCY VISITS
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4005** | 93.00 | EA | _____ | _____ |

Zone 1 - CANCELLATIONS
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4006** | 746.00 | TRP | _____ | _____ |

Zone 2 - SETUP AND DELIVERY
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4007** | 746.00 | HR | _____ | _____ |

Zone 2 - INSTALL
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4008** | 186.00 | HR | _____ | _____ |

Zone 2 - REPAIR
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4009** | 93.00 | EA | _____ | _____ |

Zone 2 - EMERGENCY VISITS
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4010** | 93.00 | EA | _____ | _____ |

Zone 2 - CANCELLATIONS
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4011** | 746.00 | TRP | _____ | _____ |

Zone 3 - SETUP AND DELIVERY
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4012** | 746.00 | HR | _____ | _____ |

Zone 3 - INSTALL
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4013** | 186.00 | HR | _____ | _____ |

Zone 3 - REPAIR
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4014** | 93.00 | EA | _____ | _____ |

Zone 3 - EMERGENCY VISITS
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4015** | 93.00 | EA | _____ | _____ |

Zone 3 - CANCELLATIONS
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4016** | 746.00 | TRP | _____ | _____ |

Zone 4 - SETUP AND DELIVERY
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4017** | 746.00 | HR | _____ | _____ |

Zone 4 - INSTALL
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4018** | 186.00 | HR | _____ | _____ |

Zone 4 - REPAIR
Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare

| | | | | |
|---|---|---|---|---|
| **4019** | 93.00 | EA | _____ | _____ |

| | | | | | |
|---|---|---|---|---|---|
| | Zone 4 - EMERGENCY VISITS<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | | | | |
| **4020** | Zone 4 - CANCELLATIONS<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 621610 - Home Health Care Services<br>PRODUCT/SERVICE CODE: Q201 - Medical - Managed Healthcare | 93.00 | EA | _____ | _____ |
| **00X0** | Transition (Assessment and Execution) Zone [X]<br>This CLIN includes all labor, supervision, materials, equipment, transportation, and incidental costs required to (1) assess and plan, and (2) execute the 60-day phase-in/phase-out transition described in the PWS for Zone [X].<br><br>Activities may include, but are not limited to: inventory and evaluation of Government-owned DME and supplies at the incumbent contractor's storage location; review of incumbent records and conditions; development of a written Transition Plan (including schedule, staffing, sequencing, risks, and mitigation); relocation of existing Government-owned inventory to the successor contractor's facility; reconciliation of identified deficiencies in incumbent performance as directed by the Government; transfer, setup, and documentation of Veterans transitioned to the successor contractor; daily reporting to the COR of Veterans transitioned; and other non-recurring efforts necessary to ensure continuity of service for Veteran care during the transition period. The Contractor shall submit a detailed Assessment and Transition Plan, firm-fixed-price proposal to perform all transition execution activities for Zone [X]. The Contractor's proposal shall identify labor categories, hours, materials, equipment, and other direct costs, and shall not exceed the not-to-exceed (NTE) amount established by the Government for this CLIN. The Government will review the proposal and, if acceptable, issue a task order for this CLIN with a firm-fixed-price not exceeding the Government-established NTE. The Contractor shall not commence work under this CLIN until receipt of a signed task order.<br><br>Routine setup and delivery, installation, repair, emergency visits, and cancellations shall continue to be ordered and billed under their respective CLINs and are not included in CLIN 00X0 | 1 | JB | _____ | |
| | | | | **GRAND TOTAL** | _____ |

## B.3 PERFORMANCE WORK STATEMENT (PWS)

**WASHINGTON DC VA MEDICAL CENTER (DC VAMC)**
**DURABLE MEDICAL EQUIPMENT (DME) AND RELATED SERVICES**

### DESCRIPTION/SPECIFICATIONS

The Department of Veterans Affairs Medical Center in Washington, DC (DC VAMC), located at 50 Irving Street NW, provides care and support to more than 30,000 veteran patients. To ensure the safe and effective use of Government-owned Durable Medical Equipment (DME), the DC VAMC requires full-lifecycle support that includes pickup, delivery, setup, installation, disassembly, repair, preventive and corrective maintenance, refurbishment, site assessments, sanitization, storage, disposal, and patient education. The contracts awarded under this solicitation will be Indefinite-Delivery Indefinite-Quantity (IDIQ) vehicles, consisting of one (1) base year and four (4) one-year option periods.

The contractor shall provide all supplies, materials, equipment, labor, supervision, transportation, infection control, storage, cleaning, delivery, sanitization, assembly/set-up, repair, pick-up and patient training/instruction-in-the-use of Government-owned Durable Medical Equipment (DME). The contractor shall develop mechanisms and methods to register complaints, resolve emergencies, issue approval of Patient Rights and Responsibilities, and provide pertinent documentation of performing all tasks as identified herein. Contractor to furnish all storage, labor, transportation and equipment required to provide durable medical equipment to eligible beneficiaries within the geographical jurisdiction and primary service area of the DC VA medical center, including surrounding areas, regardless of where the patient resides.

Prior to the award, the Contractor shall provide written documentation verifying current accreditation by the Joint Commission (JC)for home medical equipment or durable medical equipment services. This accreditation must remain valid and in good standing throughout the entire contract, including all exercise option years. If accreditation lapses, is suspended or revoked at any time during the contract performance, the contractor shall immediately notify the contracting officer and contracting officer representative (COR) and take corrective action at no additional cost to the government. Failure to maintain accreditation may be considered cause for contract termination in accordance with the terms and conditions below.

Contractor shall be required to comply with all specifications and to adhere to the standards of care as designated within this contract and in compliance with JC standards, to include cleaning, storing, maintenance, education, set-up, patient home safety, and inventory as required to meet the standards described in the Equipment Management Chapter of the Home Health Care standards as prescribed by JC.

### SECTION 1. INTRODUCTION/BACKGROUND INFORMATION:

The purpose is to provide suitable durable medical equipment (DME) to beneficiaries of the Department of Veterans Affairs (VA) at their residences. Orders for the specified services will be placed by DC VAMC Prosthetics staff using government purchase cards. This contract does not include purchase or rental of DME by the Government from the contractor. All DME shall be Government-owned or provided. Service shall consist of taking the item from the Contractor's

storage facility and delivering it to the Veteran or may require pickup at the VA medical center (VAMC) and subsequent delivery to the beneficiary's home. After removal of DME from a Veteran's residence, the Contractor may return the equipment to the contractor's storage facility or the VAMC but only after performing any required service, such as cleaning/disinfection/repair of DME.

**SECTION 2: SCOPE/PERFORMANCE REOUIREMENTS: SPECIFIC TASKS:**

The contractor shall provide all supplies, materials, equipment, labor, supervision, transportation, infection control, storage, cleaning, delivery, sanitization, assembly/set-up, repair, pick-up and Veteran training/instruction-in-the-use of Government-owned DME. This includes the provision of emergency DME repair and maintenance services. The provision of DME Delivery/Pick up services: The price of this line item includes all costs and profit required for scheduling the delivery or pick up appointment with the patient or his/her caregiver; storage, delivery, assembly, set-up, installation and adjustment of DME; reclaiming the DME (including disassembly, uninstallation and pick up); providing patient instructions for use, care, maintenance & basic troubleshooting of the DME; and completing a delivery certification. The provision of routine DME repair and maintenance services: The price of this line item includes all costs and profit required for hourly repair or maintenance services that will be performed on the DME at the contractor’s facility or patient’s home during normal business hours. The provision of emergency DME repair and maintenance services: The price of this line item includes all costs and profit required for hourly repair or maintenance services that will be performed on the DME at the contractor’s facility or patient’s home outside of normal business hours. The price must not include charges for other services provided.

The contractor shall develop mechanisms and methods to register complaints, resolve emergencies, issue approval of Veteran Rights and Responsibilities, and provide pertinent documentation of performing all tasks as identified herein.

The area of service shall be all Veterans serviced by these DC VAMC including surrounding areas, regardless of where Veteran resides. Should a Veteran(s) be located within a zone that is not listed for that VAMC, but is within a zone listed through a separate VAMC, the Government reserves the right to purchase the services from the contractor awarded the contract for the zone that the Veteran resides in. The geographical boundaries have been detailed in Section 3 herein and have been determined as the areas of responsibility/jurisdiction for each local VA Medical Center.

**PERFORMANCE REQUIREMENT: RESPONSE TIMES:**

The contractor shall contact the Veteran for an appointment within one (1) calendar day of notification from the individual VAMC's Prosthetics staff member purchase order and shall be delivered and/or picked up no later than three (3) calendar days from date of order to deliver, unless the Veteran requires a later date which will be noted in the Veteran record. The contractor shall provide on call services after hours, weekends and holidays. The contractor shall accept emergency telephone calls from the COR. The contractor shall respond to the phone call within one (1) hour of notification.

At no time shall deliveries be left unattended at a beneficiary’s residence. The contractor shall ensure that all deliveries are made in person to the veteran or an authorized representative, with

appropriate documentation and signature (Attachment A). If delivery cannot be completed, the contractor shall contact the COR or designee for further guidance. If the contractor fails to complete an in-person delivery and leave equipment unattended, they shall return to the beneficiaries' home within two (2) calendar days to properly deliver, install the equipment at no additional cost to the government.

The contractor shall ensure that all personnel assigned to this contract meet the qualifications training and certification requirements applicable to their roles as outlined in this SOW and relevant federal state and accreditation standards. The contractor shall maintain current documentation of competency assessments, orientation records and ongoing training for each employee. These records shall be made available to the COR or contracting officer upon request. The government reserves the right to request the removal of any contractor personnel who fail to meet performance or conduct standards or who do not comply with contract requirements.

Contractor personnel are assigned to this contract, the contractor shall provide the COR or designee with the following documentation within 5 business days of the staff members start date.

1. Proof of qualifications licenses or certifications
2. Completion of orientation and training documents
3. Competency assessment or skills checklist.

No contractor personnel shall provide direct veteran services under this contract without the government's acknowledgment of receipt of these onboarding documents.

**Emergency Procedures:** An Emergency is defined as a sudden, urgent, unexpected occasion requiring immediate action with a need for help or relief. The contractor shall use reasonable, sound judgment in determining whether a true emergency exists which requires immediate attention to constitute an emergency visit or whether the problem can be resolved by telephone trouble-shooting with the Veteran or caregiver. The COR or designee shall be notified of the emergency on the next business day regarding the nature of the repair and the materials required to complete the repair. Before returning the repaired DME to the Patient, the contractor must ensure the DME is in first class operating condition. Emergency visit charges may be applied for visits that are stat, after hours, weekends or holidays.

**PERFORMANCE REQUIREMENT: STANDARD OF CARE:**

The contractor shall meet Joint Commission (JC) standards (the most current update) in the performance of this contract. The contractor shall be responsible for also obtaining all necessary permits and/or licenses required to perform services under this contract. The contractor shall abide by the State laws and regulations in which services are performed. The contractor shall comply with Department of Transportation (DOT) www.dot.gov/regulations.com, Federal Drug Administration (FDA) http://www.fda.gov/default.htm, National Fire Protection Transportation (NFPA) www.nfpa.orgico des- and-standards.com, Occupational Safety and Health Association (OSHA) regulations www.osha.gov, and all current standards for suppliers of DME in the most current annual publication titled, "Accreditation Manual for Home Care" www.jointcommission.org/accreditation/home care.org. All personnel working under this contractor must be employees of the contractor. Subcontractors are strictly prohibited from performing any duties or providing services under this contract. The contractor shall be responsible for verifying that education and training are consistent with applicable legal and

regulatory requirements and hospital policy; that the employee is licensed, certified or registered and that the individual is knowledgeable for his or her assigned responsibilities. The contractor must provide the COR evidence of these requirements.

**INFECTION CONTROL:**

The Contractor shall have a plan for surveillance; prevention and infection control that meets current JC standards. The Contractor shall take measures to prevent, identify, and control infections. Infection control procedures related to the care or service provided shall address at a minimum, personal hygiene, isolation precautions, aseptic procedures, staff health and transmitted infections, and appropriate cleaning and sterilization of equipment. Contractor staff shall be instructed in the importance of infection control and personal hygiene and know their responsibilities regarding infection control. The Contractor shall provide documentation of training in infection control standards for all Contractor personnel utilized in the performance of this Contract. A copy of the certification of the completion of specialized training by technicians shall be provided to the COR

**PERFORMANCE REQUIREMENT: TRANSITION PERIOD:**

A 60-day phase in/phase out period, effective on the contract commencement date, is required in order to facilitate a potential change in contractor upon expiration of the current contract and to ensure continuity of service for Veteran care. This period shall be designated as a period for the transfer of Veterans from the incumbent to the successor contractor. A transition schedule shall be provided to the VA, the incumbent, and successor contractor. During the phase in phase out period, the successor contractor shall contact the COR with a list of Veterans the successor contractor has set up each day. The successor contractor shall notify the incumbent contractor of these Veterans. The successor contractor shall provide the Veterans name, address and telephone number of the Veteran, list of government-owned equipment at Veteran residence and current prescriptions. The successor contractor shall not receive any payment for the Veteran until it is confirmed that they have completed the set-up of DME requirements. The initial month of service will be prorated. The cost of relocating existing inventory from the incumbent VA contract storage place to the successor contractor's facility shall be assessed and proposed to the VA per CLIN 00X0. Therefore, it is advised that the contractor view the storage site. Both contractors shall work closely together to assure a smooth easy transition for the Veteran.

**PERFORMANCE REQUIREMENT: STORAGE AND INVENTORY MANAGEMENT:**

The contractor shall provide and maintain adequate climate-controlled storage at a minimum of 7,000 square ft to accommodate VA owned equipment including items picked up for repair. Facility must be equipped with a hydraulic dock or lift gate rated ≥ 3,000 lb.

The contractor shall be responsible for determining the actual amount of storage space required. It is recommended that the site be reviewed allowing the actual square feet to be ascertained by the contracting officer. After storage site is determined, the contractor shall contact the COR for approval.

a. The equipment that will be stored in the warehouse will include but not limited to:

1) Bathroom safety (toilet seat, shower chairs, tub bench etc)
2) Electric Hospital Bed (including rails & mattress)
3) Electric Patient Lift (including slings)
4) Grab bar 12- 36 inches
5) IV Pole (including feeding pump)
6) Rollator (Bariatric, Standard & Tall)
7) Transport Wheelchair (17 - 20)
8) Trapeze Bar
9) Wheelchair 16 - 20 inches
10) Wheelchair Cushions 16 - 20
11) Wheelchair (custom manual & power)

b. The stored equipment shall be maintained in a safe, clean, dry, well-secured and orderly arrangement to prevent damage and to facilitate periodic unannounced inventory inspections accomplished by VA officials. Government furnished property provided to the contractor includes DME that has been purchased by PSAS, Prosthetics and Sensory Aids Service, and has been delivered to the contractor's facility. Title to Government furnished property remains with the DC VAMC. For PSAS tracking purposes, the contractor must notify PSAS of the DME's delivery and include in the notification any identifying information such as lot numbers, serial numbers and descriptions. The contractor shall be held responsible for the proper placement and security of all Government furnished DME and insure against loss or damage while the DME is stored at the contractor's facility. The contractor must store Government furnished DME separate from contractor-owned equipment and supplies.

c. The contractor's storage and repair facility shall be within the county of each individual VAMC or a border county, due to requirements for frequent VA inspections and pickups at the VAMC. The storage facility shall be a storefront facility.

d. Six clearly delineated areas will be designated:
(1) **Staging Area**, - all VA owned equipment going to the contractor's facility shall be unloaded from the delivery truck into the (IN) staging area and sorted. New items shall be unpackaged, if necessary, inspected for damage, and placed into the appropriate action area. All other recovered used equipment shall be placed in the Pending Assessment area.
(2) **Pending Assessment Area** - The equipment shall be inspected and evaluated to determine whether the equipment is worthy of reissue.

(3) **Repair Area** - Should repairs be needed the contractor shall submit an estimate of charges to the COR or designee and will not proceed with work unless a separate purchase order/credit card authorization is issued. Quotes shall be itemized with parts, prices, and labor, time, and whether a five (5) day turnaround for repair can be met. No charges shall be made for the estimate. Payments for labor on repairs shall be made in accordance with the price schedule for the hourly rates in the schedule. The contractor will be responsible for incidental parts, not for major parts. Travel shall be included under the trip charge.
(4) **Junk/Scrap Area** - All equipment which cannot be re-issued, based on excessive repair costs or being obsolete, shall be kept in this area. During periodic site visits, the COR or designee shall assess the equipment in this area to determine final disposition. The contractor will dispose of scrap/junk.
(5) **Ready for Issue Area** - All equipment in this area will be cleaned, disinfected, in excellent working condition and ready for issue to the Veteran. Contaminated DME shall be stored separately from clean DME. The contractor's storage area must have a clear demarcation between contaminated and clean storage areas. Before being placed in clean storage all reclaimed equipment shall be checked for proper operation, serviceability, safety and will be thoroughly cleaned, disinfected, sanitized and protectively wrapped in plastic. Cleaning, disinfecting, sanitizing shall be by steam cleaning and/or other industry approved methods to

include hospital grade disinfectants. The Center for Disease Control (CDC) guidelines shall be followed for cleaning equipment recovered from Acquired Immune Deficiency Syndrome (AIDS) or Methicillin Resistant Staphylococcus Aureus (MSRA) patients. This equipment shall be tagged and stored awaiting instruction from the COR. Government property shall be identified and tagged with consecutively numbered permanent stickers.
(6) **Staging (out) area** - All equipment ready for delivery to the Veteran shall be placed in this area pending loading.

e. The above areas must house items in the contractor's immediate location and shall provide a full time accessible employee with phone available from 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding government holidays. The storage facility shall be wheelchair accessible. Should the Veteran pick up equipment/supplies from the contractor's facility when authorized by the COR, no delivery charges shall apply.

f. The contractor shall be capable of accepting drop shipments of DME at its facility that has been ordered by PSAS from various manufacturers and distributors. Upon receipt of the drop shipment, the contractor shall remove the DME from its packing/shipping cartons and inspect the DME for damages and shall notify PSAS of any damaged items within 2 hours of signed receipt. If PSAS is unable to pursue a claim submission because of untimely inspection and notification of a damaged item, then the contractor shall be held liable for the repair or full replacement of the damaged items. The contractor will be responsible for the delivery and installation or set-up of the DME in the patient's home. In some circumstances, the contractor may also be required to pick up DME supplies from the DC VAMC and deliver these supplies to the patient's place of residence at the same time that the contractor is delivering the DME to the patient. The DC VAMC may choose to have supplies drop shipped directly to the contractor's facility in an effort to expedite delivery to the patient.

g. The contractor shall be directly responsible and accountable for all government property while it is under his/her possession and shall establish and maintain a system to control, protect, preserve, and maintain item(s) in optimal condition. The government property shall be used only for performance under this contract.

h. The storage facility shall be equipped with adequate electrical outlets for testing of electrical equipment.

i. The Contractor shall maintain an electronic, detailed, running inventories MS Excel spreadsheet for all items in storage. The listing shall be formatted to show type of equipment by brand name, model, serial or tag number and condition of the equipment.

j. An electronic copy of the current weekly inventory, at the close of business on the last working day of each week, shall be submitted electronically "emailed" to the COR or designee of the applicable VAMC no later than close of business (COB) Friday of each week.

k. The inventory list shall include all items issued to beneficiaries by beneficiary name, address, date of delivery, item or services rendered and serial number, if applicable. The inventory shall separately list equipment that is ready for issue, equipment that requires repair, and equipment to be salvaged.

l. The inventory report will be divided into two categories:

1. DME that is stored in the contaminated area

2. DME that is stored in the clean storage area:
   DME that requires any type of repair will be assessed for repair cost and submitted as part of the inventory report but will remain in the contaminated area until authorization has been given to repair the equipment. The equipment repair inventory shall include an itemized cost estimate for each piece of equipment.

m. The contractor shall maintain an adequate bookkeeping system (approved by each COR of each VAMC) which shall be made available to VA personnel conducting inspections and verifying inventory of equipment storage facility.

**PERFORMANCE REQUIREMENT: VEHICLE REQUIREMENT/SHIPPING:**

a. The Contractor shall have a covered vehicle to make pick-up and deliveries to Veterans. The vehicle shall be clearly marked easily identifying the contractor.

b. The vehicle shall be decontaminated monthly at a minimum. The vehicle shall be decontaminated each time a piece of contaminated equipment is picked up. The vehicle shall always be clean and subject to an unannounced inspection by COR of the applicable VAMC. It shall also be equipped to separate clean equipment from dirty. Each side shall be clearly marked as "Clean" or "Dirty" Clean equipment shall be kept in clear plastic bags. Dirty equipment shall not be kept in plastic bags. The vehicle shall be in accordance with JC standards.

c. All delivery trucks shall maintain a sufficient stock of essential and frequently used parts to facilitate repair in the home, especially repairs of manual/electric beds, Veteran lifts and low air loss mattresses.

d. If equipment is drop shipped to a Veteran home from the equipment manufacturer, for Veterans within the provided service area, the contractor may be instructed to set-up/assemble and provide the same training and care as a delivered piece of equipment.

**PERFORMANCE REQUIREMENT: DELIVERY/REMOVAL OF EQUIPMENT:**

a. The COR or designee shall initiate trips for pick-up and delivery with the contractor, by means of a purchase order which will be submitted by each individual VAMC. The Government may fax or email the request. The contractor shall be furnished the name, last 4 of veteran’s social security number (SSN), address and phone number of the individual to whom deliveries/pick-ups are intended. The contractor shall be responsible for verifying the address of the Veteran and ensuring that he is home when delivery is scheduled. The VA assumes no liability for additional trips required if the Veteran is not at home when deliveries are attempted. The contractor shall maintain a trip log enabling the COR to verify trips scheduled on a given day. Trip cost shall be determined at the time the delivery/pick-up authorization is prepared and provided to the Contractor. Items for delivery shall be picked up at the VA Medical Center warehouse and/or Contractor's place of storage. Occasionally, it shall be necessary for the Contractor to pick-up equipment from the Veteran's residence and deliver it back to the Medical Center/place of storage.

b. For trips requiring either delivery or pick-up, the cost is based upon the trip charge listed in the pricing schedule. For trips requiring delivery and pick-up at the same residence, only one trip will be paid for. The contractor shall pick up government-owned equipment from the VA designated area and store the equipment within his place of business at no additional pickup/delivery charge. Trip charges include all mileage.

c. All deliveries/pickups for the Veteran shall be made between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, excluding Federal Holidays, unless prearranged by the Veteran or authorized representative with the contractor. Telephone calls to schedule appointments shall also only be made between the hours of 8:00 a.m. to 6:00 p.m. Prior to each delivery or pickup arrangements shall be made with the Veteran, advising him/her of the approximate time of arrival. If an unforeseen situation arises that shall delay the contractor's time of arrival, contact shall be made with the Veteran notifying he/she of the same. If the pick-up/delivery call is made more than 24 hours in advance, the Contractor must make a reminder call within 24 hours of the scheduled pick up/delivery.

d. The Contractor personnel shall wear photo identification badges and vehicle identification when providing services or making deliveries to Veteran's home. Such badges shall show the company name, employee's name, and the employee's picture. The Veterans served by these VAMC's may have significant physical disabilities or chronic illnesses that in many cases influence their behavior and lifestyle. It is of the utmost importance that the highest level of professionalism be demonstrated when Veteran/caregiver contact is made. The contractor is expected to demonstrate concern, compassion, and patience with each contact. When delivering DME the Contractor and its personnel must be discrete, tactful, reverent and courteous towards patients and beware those patients may have major physical disabilities or chronic illnesses that may influence their behavior or lifestyle. It is of the utmost importance that a high degree of professionalism be demonstrated when contact is made. The DC VAMC shall have the right to request the removal of any contractor personnel from the performance of services under this contract if their behavior towards patients is found to be unprofessional. The contractor should incorporate special training on working with older Veterans for all staff providing services under this contract. The contractor shall ensure that all personnel providing services under this contract are properly trained and have demonstrated an acceptable level of skill in setting up and instructing Veterans and caregivers in its safe and proper use. Beneficiaries shall not be solicited at any time.

e. The contractor shall set up/install DME equipment as outlined on the purchase order. The area of set up is the Veteran's preference. The contractor shall prepare the site in the Veterans' home and unpack and assemble the equipment in a usable condition. The contractor is responsible for removing all packaging materials that are on-site. No additional charges shall be made for installation of new equipment or supplies. Items of equipment requiring no assembly shall be removed from the carton at no cost to the government.

**TERMS AND RENEWAL OPTION:**

These are Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts. The Government is obligated to order at least the stated minimum quantity from each awardee, and may place additional orders, up to the stated maximums, from any one or more awardees, in accordance with the ordering procedures established in the contract.

The Contractor shall ensure that all parts and pieces of the equipment are present and operable before attempting delivery. Failure to do so may forfeit claim for payment of related trip to complete the delivery. The contractor is not expected to relocate Veteran's furniture to make space for equipment being delivered.

a. The contractor shall ensure that electrical outlet is grounded before connecting equipment. If the outlets are not grounded the equipment shall not be set up and the COR shall be notified. The contractor shall furnish written documentation of the safety hazard to the COR within 24 hours.

b. Permanent installation to walls, ceilings, floors, etc. is specifically excluded from this contract. The contractor shall not proceed with the work unless authorization is issued from the COR. No charges shall be made for the estimate. The VA reserves the right to reject the Contractor's estimate and may procure these services from a separate contractor. The contractor's staff shall be alert to structural or environmental problems which might make installation unsafe. The contractor shall provide written documentation and acknowledgement by Veteran of any unsafe condition that cannot be corrected.

c. If, through no fault of the Contractor, the Veteran refuses acceptance of the equipment being delivered after the Contractor has made the trip, payment shall be made on the same basis as though delivery had been made. The Contractor shall contact the COR immediately for re-authorization in all cases prior to re-delivery for all refusals. The contractor shall obtain the Veteran/caregiver signature of refusal (attachment B), state the reason for refusal and submit it with the next monthly invoice.

**PERFORMANCE REQUIREMENT: VETERAN EDUCATION:**

a. The contractor shall set up, assemble, adjust, and instruct the Veterans and/or caregivers in the use and care of the equipment using the JC standards as defined in the most current Comprehensive Accreditation Manual for Home Care. The contractor shall provide instructions to the Veteran and/or caregiver in the safe and appropriate use of the medical equipment being supplied. Instruction shall include basic home safety, Veteran rights and responsibilities, when and how to contact the contractor for repairs and emergencies, storage and handling of the involved equipment, and electrical safety. A copy of the instructions shall be signed by the Veteran or caregiver to certify that the instructions were provided and were clearly understood.

b. An adhesive tag will be attached to the equipment designating "VA Property" if applicable, and contain the Company Name, Address, and Telephone Number for the Veteran to reach in an emergency.

c. The contractor shall provide an Emergency Preparedness Plan to prevent interruption of services, universal precautions and proper cleaning and storing of the DME. Provide copies of pertinent literature concerning those items with significant safety hazards, such as respiratory equipment, suction machines, etc. A file copy of the above shall be provided to the COR of each applicable VAMC.

d. The contractor shall provide a demonstration of correct use and must observe a return demonstration from the Veteran/caregiver. The contractor must instruct the patient and his/her caregiver on the proper use, care and routine maintenance of the DME in accordance with the manufacturer's instructions. The Contractor shall assure that its personnel are qualified to set-up and demonstrate the use of the equipment in accordance with the manufacturer's requirements.

e. When delivering DME the contractor must instruct the patient and his/her caregiver on the DME's safety features, warnings, etc. The contractor must inspect the electrical outlet that will be used to supply power to electrically-operated DME; if the contractor reasonably determines the outlet is unsafe and there are no alternative and safe outlets, then the DME shall not be connected. The DME contractor must notify PSAS of the unsafe conditions and wait for further guidance from PSAS.

f. When delivering DME the contractor must instruct the patient and his/her caregiver in the manufacturer's procedures to follow in the event of DME malfunction. These procedures must

include providing the name and phone number of a contractor representative who will be available 24 hours a day, 7 days of the week to provide assistance on correcting the malfunction with the DME—The name and phone number of the contractor representative indicated here must also be affixed to the DME via an adhesive label.

g. When delivering DME the contractor must provide the patient and his/her caregiver a copy of the Customer Orientation Pamphlet. This pamphlet will include product use information, warranty information, general information on services to be provided, safety procedures, service orientation, disaster readiness, and the Patient's Rights and Responsibilities.

h. The contractor shall provide Veteran's rights/responsibilities package to Veteran/caregiver. The top cover sheet shall be signed and returned to the VAMC applicable invoice.

**PERFORMANCE REQUIREMENT: CONTRACTOR POLICIES AND PROCEDURES:**

a. The contractor shall have in place written procedures for delivery, recovering, receiving, segregating, and cleaning DME which is appropriate to the equipment according to manufacturer's instructions, and disinfecting of items which are stored/reused. Written procedures shall be in place for disposal of equipment or supplies designed for single Veteran use only, i.e. egg crate mattresses. All equipment shall be labeled or tagged and dated to document such procedure.

b. The contractor shall maintain inspection reports of vehicles and various written plans and procedures used in performance of this contract such as:

(1) Permits, licenses as necessary
(2) Education training records of personnel, orientation and ongoing.
(3) Accident and incident reporting
(4) Veteran education rights and responsibilities
(5) Quality improvement
(6) Equipment management
(7) Fire and emergency preparedness planning
(8) Handling Veteran complaints
(9) Recall procedures
(10) Infection Control, including care/service
(11) Universal precautions (policy and procedures) including personal hygiene, precautions, aseptic techniques and communicable infections.
(12) Safety and occupational health proceedings
(13) Electrical safety process
(14) Veteran care record, satisfaction, survey, and confidentiality

c. The contractor shall maintain an equipment management file for all VA issued equipment. These records shall remain the property of the VA. The folder shall include but is not limited to:

(1) The serial number and model number of the delivered item.
(2) Any present/prior history of repairs to the item
(3) Who currently has possession of the item
(4) Documentation of decontamination, if applicable

d. All policies and procedures, and all employment orientation records for each employee involved in work under this contract, certificates of education, copies of all in-service training,

position descriptions, and performance appraisals will be submitted to the COR and available for review by the VA. The contractor shall ensure the documentation exists to support job assignments, training, orientation, and experience of all staff. The contractor shall provide training letters of personnel as to certification of installing and repairing of hospital beds, manual and powered wheelchairs, Veteran lifts, specialty mattresses, etc.

**PERFORMANCE REQUIREMENT: VETERAN RECORDS:**

a. The contractor shall maintain a VA beneficiary account folder in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA). All beneficiary files are subject to review by the COR or Contracting Officer and accreditation surveyors on behalf of the VA during accreditation surveys or consultation. As a minimum the beneficiary folder shall adhere to current Joint Commission and CMS standards for Veteran record keeping. Copies of all Veterans' records shall be made available to the COR upon request. These files shall be electronic, not hardcopy or paper. These folders remain the property of the VA and returned to the VA at the expiration of the contract. This folder shall contain identification of the Veteran, name and telephone number of the family member or authorized caregiver to be contacted in the event of an emergency or death. This folder will include but not be limited to:

(1) Documentation of set up and delivery
(2) Documentation of Veteran receipt of Veteran rights/responsibilities.
(3) Documentation of Veteran education and safe home environment, required safety measure to protect Veteran from injury.
(4) Documentation of plan of service/care.
(5) Folders will be annotated with all coordinating medical services.
(6) Recall plan
(7) Assessments
(8) Invoices
(9) Individualized plan of treatment by Veteran physician or other individual as allowed by law and organization policy.

**PERFORMANCE REQUIREMENT: CONTRACTOR RIGHTS AND RESPONSIBILITIES:**

a. All formal training required shall be administered or instructed by the contractor by persons who are certified as being qualified to instruct or teach the specific subjects or topics required whether by the appropriate manufacturer or a person who is a trained trainer of the manufacturer. Certifications shall be in the form of a certificate issued by an accredited institution of learning (school, college, university); a governmental (Federal, State, County) educational certification body (agency, board, commission). Any documentation other than the above must be approved by the COR to assure that the person instructing has sufficient experience with the subject to be able to instruct the subject in an authoritative, practical and current manner. The certificate should note the name of the employee individually who has been trained.

b. The contractor shall have employees providing services under this contract who have certification of repair training from at least one major supplier of each for motorized wheelchairs, aluminum ramp systems, Veteran lifts, specialty mattresses and electrical beds. The contractor shall be asked to furnish proof of such certification. The minimum number of employees trained to repair motorized wheelchairs is one.

c. Within ten (10) calendar days after award of the contract, the contractor shall 'provide the Contracting Officer with a list of all employees involved in any portion of this contract. Each

employee's listing shall indicate all training applicable to this contract. Photocopies of training certificates for each current and future employee(s) shall be provided with the employee list.

d. If a new or reassigned employee begins any involvement with equipment covered under this contract, the contractor shall notify the Contracting Officer in writing within seven (7) calendar days of that involvement and submit the required photocopies of documentation of training.

e. Training must include adequate site preparation of the home environment. This includes infection control, standard precautions, personal protective equipment, hazard assessment, equipment recovery, cleaning and repair processes, routine servicing equipment function and operating checks, Veteran relations and performance improvement. This certification shall be retained in the contractor's local office from which services are provided.

f. The contractor must track and trend employee health protection (i.e. TB, PPD's, Hepatitis B, etc.).

g. This certification shall be retained in the contractor's local office from which services are provided. The VA shall have access to these tests results. Contractor shall provide this information to VA every 6 months.

h. After equipment is returned from a Veteran's residence, the COR or designee shall be notified within forty-eight hours as to whether the equipment is suitable for reissue. All equipment that is dirty shall be red tagged to indicate it is not ready for Veteran issue. Likewise, equipment ready for issue shall be tagged with a green tag. The contractor shall tag each piece of equipment with the name of the particular VA applicable.

i. The contractor shall sanitize/disinfect all picked up equipment including that used by Veterans with infectious diseases before it is placed in Contractor storage for reissue.

j. The contractor shall comply with "universal precautions" in the cleaning of recovered equipment as required by the VA in the recovery, delivery, and storage process. (BSI - Body Substance isolation). The contractor shall wash in detergent/disinfecting solution, LPH, or equivalent. The items will be placed in plastic bags and labeled with a tag indicating date of cleaning and returned for storage in a non- contaminated storage area for future re-issuance. Documentation of cleaning may be written on a removable tag provided by the contractor. The tag shall indicate the name of the Veteran to whom item was issued, date tagged, that the equipment has been checked for unsafe conditions and function. Clean/disinfected equipment will be covered while in storage (i.e. plastic) to protect from dust accumulation, etc.

k. All items of DME not in manufacturer's cartons shall be placed in plastic bags to maintain a "contamination free" condition. All items of DME being delivered to beneficiaries' homes shall be kept in plastic bags until they are actually delivered to the Veteran's home.

l. In the event the Veteran has expired, the Contractor shall notify the COR or designee before close of business on the next working day. The VAMC will adhere to the same timeframe should the VAMC be advised first. The Contractor shall be informed of the same as the VAMC is advised. If a Veteran expires, the contractor shall pick up items specified by the COR or designee within three (3) working days or at the instruction of the family, if later than three (3) working days. The contractor is required to provide close coordination with the deceased Veteran's family for these pick-ups. The contractor shall at his or her facility, clean and inspect these previously issued items and make an initial determination whether the item can be reused, if repairs are needed or if the item is not reusable. Items that are deemed not reusable shall be held pending inspection and disposition instructions from the COR. Reusable items

shall be cleaned, disinfected, repaired per COR instruction and provided the same training and care as a delivered piece of equipment.

**Patient's Refusal of DME:** All Patients have the right to refuse the DME issued to him by the VAMC. If a patient refuses the DME or requests the DME to be removed his/her home, then the contractor must comply with the patient's request.

Patients refusing to accept VAMC provided DME shall note their refusal of the DME on the Delivery Certification form. If, through no fault of the Contractor, the patient refuses the DME and signs a refusal statement after the Contractor has made the trip, then payment shall be made to the Contractor on the same basis as though the DME had been delivered, set-up, customer education provided; however, the Contractor shall report the specifics of the refusal, to include refusals to sign refusal statement, to the COR or designee by telephone within 4 hours. This initial contact shall be followed up by a fax of the form showing refusal.

**PERFORMANCE REQUIREMENT: QUALITY IMPROVEMENT:**

a. Prior to final award continuous quality improvement monitors (CQI) shall be established and available for review by the VA. Veteran satisfaction and Veteran education/safe home environment shall be CQI monitors. CQI monitors shall be assessed on a quarterly basis and forwarded to the COR at that time. Results shall be forwarded quarterly.

b. The contractor shall have an on-going quality assurance program designed to objectively and systematically monitor and evaluate the quality and appropriateness of Veteran care, resolve identified problems, and pursue opportunities to improve Veteran care. The contractor shall provide a quarterly report of all findings, corrective actions, improvements and Veteran outcomes to the COR.

c. The COR will employ random sampling, customer feedback, and unannounced inspections to verify performance. Repeated failures to meet may result in issuance of a Cure Notice.

d. The contractor shall collect data on important processes and outcomes related to Veteran care and organizational functions as specified below:

Veteran Focused Functions Organizational Functions
Rights and Ethics (RI) Improving Organizational Performance
(LD) Assessment (PE) Environmental Safety and Equipment
Management (EC) Care, Treatment and Services (TX)
Management of Human Resources (HR) Education (PF)
Continuum of Care and Service (CC)
Surveillance, Prevention and Control of Infection (IC)
Management of Information (IM)

e. The contractor shall collect data about the Veterans' and families' needs and expectations and staff views of current performance and opportunities for improvement and assess and improve requirements. Important processes and outcomes are measured on a continuing basis.

f. The contractor shall make a written report of all inquiries, complaints, or requests received from Veterans/caregivers and furnish a copy to the COR. The written report shall contain at a minimum the nature of the inquiry/complaint/request, the person initiating the contact, the contractor's decision/action, basis for the decision, and the outcome. The report shall be signed by the

contractor's employee receiving the initial contact and the contractor's official who reviewed it for appropriate action, disposition, etc.

g. The contractor shall comply with all provisions of the privacy act when performing services under this contract.

h. The contractor shall conduct Veteran Satisfaction Surveys on a minimum of 5% or 30, whichever is greater, of contract Veterans from each VAMC on a quarterly basis. The results shall be submitted to the COR quarterly.

**QUARTERLY REPORTS:**

The contractor shall evaluate the quality of DME services and document the findings, conclusions, recommendations and actions taken. The report shall include information on special incidents, customer satisfaction, infection control/communicable diseases, and performance improvement. The contractor shall collect and aggregate the customer service satisfaction data from patients and their caregivers. Copies of aggregated data shall be forwarded to the COR by the due date listed below.

**Data Collection Month Report Due on or Before:**

October, November, and December with **Reports due on February 10th**
January, February, and March with **Reports due on May 10th**
July, August, and September with **Reports due on November 10th**

| Reporting Deliverables | Frequency |
|---|---|
| Delivery/Pickup Log | Daily |
| Weekly Inventory Report (Excel) COB Friday | Weekly |
| PM & Repair Report 10th of next month | Monthly |
| Quarterly QI Metrics & Sentinel Event Log 15 days post-quarter | Quarterly |
| Annual Accreditation Certificate 30 days before expiry | Annual |

**PERFORMANCE REQUIREMENT: SITE VISITS:**

a. The contractor shall permit unannounced on-site visits by VA personnel and JC surveyors accompanied by VA personnel to assess contracted services, i.e. adequacy, compliance with contract requirements, record keeping, etc. A written report of deficiencies as determined by the COR along with any recommendations, shall be submitted immediately to the contractor.

b. If recertification of the equipment is required in order for the Veteran to operate the equipment safely, the contractor shall be notified by the COR or designee to visit the Veteran's home.

**PERFORMANCE REQUIREMENT: EQUIPMENT SAFETY CHECKS AND TROUBLESHOOTING:**

a. Basic safety checks performed on all equipment with appropriate resources for problem solving and troubleshooting. The contractor shall provide a written checklist of safety information and assure that manufacturer's instructions are incorporated into the checklist for safe and appropriate use of the equipment in the beneficiary's home, and access to supervisory input and manufacturer's written materials.
b. All accidents, malfunctions, injuries, deaths, and equipment recalls related to the provision, delivery and use of DME shall be immediately reported to the COR and to the manufacturer of the

equipment within twenty-four hours after the contractor is informed of any incident. If the contractor receives notification from the COR of the above, the contractor shall investigate the incident at the Veterans' home and provide a written report of findings to the COR within twenty-four hours.

c. When a physician order is required, evidence in the form of a written signed physician order shall be obtained, and a demonstration that the equipment/supplies are provided according to physician order(s).
d. Performance Requirement: Repairs:

e. Within 24 hours of notification by PSAS, the contractor must pick-up, repair & install, or repair at the patient's home the defective DME. Before making any repairs, the contractor will troubleshoot the

f. defective DME and notify PSAS of the parts needed to make the repair so that the repair parts can be supplied to the contractor by PSAS. The contractor must also notify PSAS the estimated labor hours required to repair the DME. PSAS reserves the right to furnish replacement equipment to the patient in lieu of repair. If DME requires repair at the contractor's facility, then the contractor will provide the patient with "loaner" DME from the DC VAMC inventory of DME stored at the contractor's facility, at no additional charge, for the patient's use until the patient's DME is repaired and returned to them. Before returning the repaired DME to the patient, the contractor must ensure the DME is in first class operating condition. The Contractor shall make every effort to perform repairs and return the DME within 48 hours of the original notification. DME determined by the DC VAMC to be economically unfeasible to repair or not usable for any reason will be disposed of by the contractor upon approval by the COR.

g. Repair service is defined as the parts, labor and material to restore to first class operating condition. Travel costs shall be included under the trip charges.
h. The contractor shall guarantee all materials and workmanship for a period of ninety (90) calendar days from the date of the repair or reissue.
i. The contractor is required to use new parts for repair; contractor shall not use used/salvaged parts for repair.
j. The hourly rate for labor for repairs after approval has been received from the COR from the applicable VAMC, shall be as specified in the price schedule. Any additional time less than a full hour shall be prorated in one-fourth increments. Labor charges will be computed from the time work actually commences until work is completed, regardless of whether the work is performed at the contractor's site or at the beneficiary's residence.
k. If equipment is in need of repairs before it can be reissued, the contractor agrees to submit an estimate of charges to the COR of the applicable VAMC within three (3) working days. Repair estimates shall include the name and social security number of the Veteran from whom the items were picked up.
l. The contractor shall make incidental repairs which will be included in the hourly cost. Incidental repair refers to any repair that costs less than $50.00. If a major repair is required as specified by the COR, a separate purchase order shall be issued after approval of the repair for major parts. However, the VA reserves the right to make the repairs or order the repairs from a separate source. Do not proceed with repairs of major parts without a separate purchase order number.
m. The equipment and/or accessories are to be placed in first class condition suitable for reissue within five (5) calendar days after date of pick-up, or when parts are involved, within a time mutually acceptable with the COR. If equipment delivered is not in working condition, the contractor shall not be reimbursed for delivery.
n. Repairs shall be performed in accordance with the manufacturer's instructions by appropriately certified trained personnel. The contractor shall maintain a local repair service at each branch or agent where used Government owned property will be stored at that branch or agent.
o. Combined repair and setup/disassembly charges are not permitted in the same job. However, if a manual hospital bed requires replacement by an electric hospital bed because the manual bed is

no longer medically suitable, then setup/disassembly charges may be authorized.

**PERFORMANCE REQUIREMENT: CONTRACTOR INVOICING REQUIREMENTS:**

1) The Contractor shall be paid by government purchase card. The Contractor shall submit invoices monthly for service performed. Invoices must be submitted by the 10th working day of the month following the month in which services were provided. A properly submitted invoice includes:

   a) the original invoice completed by the Contractor and signed by the Veteran or his designee stating the name of the Veteran, social security number of the Veteran, cost of the item(s) and/or service, total dollar amount, and direct deliveries with appropriate signatures.
   b) The VAMC file copy of "Veterans Rights and Responsibilities" with appropriate signatures.
   c) Individual invoice stating the inventory of all items issued for each beneficiary by manufacturer, model number, serial number and whether the equipment is new or refurbished.
   d) Documentation of cleaning may be attached to the invoice.
   e) A signed safety checklist for each delivery of DME.

2) Payment which does not contain all of the above shall be returned to the contractor as an improper invoice.

3) For credit card purchases, the vendor shall provide VA with a copy of the invoice and provide proof of delivery. The credit card shall not be billed until delivery is complete.

4) When a serial number from the manufacturer does not exist, the contractor must maintain a system for assigning and tracking an identification number to all DME in accordance with JC requirements.

5) The contractor may not bill any veteran or their health insurance carrier for care provided to a veteran while employed by or working under contract with the Department of Veterans Affairs.

**PERFORMANCE REQUIREMENT: METHOD OF PAYMENT:**

The Government's preferred method of payment is Government Visa procurement administered through VA Authorized Banking Service. The contractor shall be able to participate and accept the Government Visa card. The contractor shall have Level 2 Billing capability which consists of the contractor being able to provide purchase order number in the vendor order block. The Purchasing Agent of the applicable VAMC shall place an order by giving the contractor their credit card number and purchase order authorization number.

**SECTION 3: SERVICE AREAS:**

The geographical zones are within Washington, DC, Maryland and Virginia (DMV) area.

Delivery zones are defined as follows:

- Zone 1 – Washington, DC
- Zone 2 – Prince Georges County (MD), Montgomery County (MD), Arlington (VA), Alexandria (VA), Falls Church (VA), Fairfax (VA)
- Zone 3 – Charles County (MD) Manassas (VA) Prince William (VA)
- Zone 4 – Stafford (VA), Spotsylvania (VA), Fredericksburg (VA), Fauquier (VA), Warren (VA), Clarke (VA), Jefferson (VA), Loudon (VA), Frederick (MD), Calvert County (MD)

## SAFETY REQUIREMENTS

The Contractor shall have a program designed to educate its personnel and patients service by this Contract in safety measures in the home to minimize hazards. Initial and ongoing written and verbal instructions shall be provided. Instruction shall include the following: basic home safety, safe and appropriate use of medical equipment, storage, handling, delivery and access to supplies, medical gases, as appropriate and the identification, handling and disposal of hazardous materials and wastes in a safe and sanitary manner and in accordance with state and local Jaw and regulations. The patient's knowledge and performance of safety procedures must be ensured, and re-education provided as needed. All education shall be documented.

The COR shall have a system for reporting and documenting accidents, safety hazards an injuries to patients resulting from DME. The COR shall investigate all reported accidents and injuries.

The results of these investigations shall be considered when reviewing the quality and appropriateness of patient care. Equipment malfunction and serious injury or death associated with equipment shall be reported to the Contractor and manufacturer.

## VETERAN SAFETY REPORTS

The Contractor shall notify the PSAS immediately upon becoming aware of a sentinel event and shall provide written notification to PSAS personnel within one business day of a sentinel event that occurs during the performance of this contract that involves a patient. The contractor shall report suspected incidents of abuse or neglect to a patient by his/her caregivers. Suspected incidents shall be reported to both PSAS and to the appropriate adult protective agency. The contractor shall follow all state and local laws in reporting suspected incidents of abuse or neglect.

## INCIDENT REPORTING

All accidents, malfunctions, injuries, deaths or sentinel events associated with the provision, delivery and use of DME shall be immediately reported to the COR, and equipment manufacturer, if applicable.

The VAMC, upon notification of equipment recalls, shall inform the contractor by written notice. The contractor shall take the necessary corrective actions and inform each VA facility in writing

of actions taken. The contractor shall in tum notify the VAMC of all equipment recall notices received by the contractor.

## SPECIAL REQUIREMENTS:

Contractor shall ensure that all of the VA furnished equipment supplies, and inventory are physically and operationally segregated from equipment used for other clients. VA equipment shall be used exclusively for veterans served under this contract and may not be loan shared or substituted for use under any non-related contract. The contractor maintains a dedicated e-mail address and telephone line specifically for the VA. This contact information shall be staffed during business hours Monday through Friday 8:00 AM to 4:30 PM. The contractor shall provide this contact information to the COR prior to the contract start date and update it immediately if any changes occur.

## SECTION 4: ORDERING PROCEDURES.

### Ordering Officer and Order Allocation Procedures

### 1. Ordering Officer authority

a. The Contracting Officer (CO) will designate a non-warranted Ordering Officer, in writing, to place orders under this contract in accordance with applicable VA policy. The Ordering Officer shall be limited to the authority and dollar thresholds specified in the designation letter and shall comply with all ordering procedures set forth in this contract and any associated ordering guidance issued by the CO.

b. The Ordering Officer is not authorized to modify the basic IDIQ contracts, change terms and conditions, or exceed the ordering limits specified in the designation letter. Any such actions remain the responsibility of a warranted CO.

### 2. Fair-opportunity principles for a multiple-award SDVOSB IDIQ

a. When multiple IDIQ awards are made and more than one contractor is capable of meeting a particular requirement, the Government will provide fair opportunity to be considered for each order in accordance with FAR 16.505 and this PWS.

b. The procedures in this section establish the standard ordering method the Government intends to use to provide fair opportunity among the multiple SDVOSB IDIQ contractors. Nothing in this section guarantees any minimum number of orders to any contractor.

### 3. Tiered order allocation method

When a requirement arises that can be satisfied by more than one contractor, the Government intends to allocate orders using the following tiered method, subject to contractor availability and the Government's determination of best value.

### Tier 1 – Proximity to the veteran's residence

a. The Government will first identify the contractor whose designated service location is closest to the veteran's residence, based on driving distance.

b. Driving distance will be determined using the commercially available mapping tool (Google Maps). For ordering purposes, the Government's determination of distance (including route selection) will be final.

c. Contractors shall identify, at contract award and as updated thereafter, the primary service location(s) from which they will perform work under this contract. The CO will maintain an official list of contractor service locations for use in distance calculations.

d. If only one contractor is determined to be the closest, the Government intends to place the order with that contractor, provided the contractor is available and capable of meeting the required delivery/installation schedule and all other order requirements.

### Tier 2 – Price when distance is equal or substantially equal

e. If two or more contractors are determined to be at equal or substantially equal distance from the veteran's residence (generally within a reasonable tolerance such as a few miles or minutes of driving time, as

reasonably determined by the Ordering Officer), the Government will then compare the applicable contract pricing for the specific requirement.

f. For this comparison, the Government will use the current contract unit prices (including any approved modifications) and the estimated quantities for the order to determine a total evaluated price.

g. In such cases, the Government intends to place the order with the contractor offering the lowest total evaluated price, provided the contractor is available and capable of meeting the requirement.

**Tier 3 – Rotation when distance and price are equal**

h. If two or more contractors are at equal or substantially equal distance and offer equal total evaluated pricing for the requirement, the Ordering Officer will allocate orders among those contractors on a rotational basis.

i. The initial position in the rotation will be established based on the chronological order in which complete proposals were received for the basic IDIQ solicitation, as recorded in the Government's official records.

j. Subsequent orders involving the same group of equally distant and equally priced contractors will then be rotated sequentially to the maximum extent practicable, so that orders are distributed fairly among those contractors over time.

**Tier 4 – Contractor unavailability**

k. If the contractor selected under Tiers 1–3 is not available or is unable to meet the Government's required delivery/installation date or other material requirements, the Ordering Officer will proceed to the next eligible contractor by re-applying the tiered approach among the remaining contractors.

l. The solicitation and/or ordering guide will specify required contractor response times (e.g., the number of business hours within which a contractor must accept or decline an order). Failure to respond within the specified timeframe may be treated as non-availability for that order.

**4. Documentation and exceptions**

a. The Government will document the rationale for each order placement under this procedure in the order file, including:

- Identification of the applicable tiers used (proximity, price, rotation, availability)
- The distance and price determinations, as applicable
- Any instances of contractor unavailability or failure to respond within required timeframes

b. Nothing in this ordering procedure:

- Obligates the Government to place a minimum number of orders with any contractor
- Precludes the Government from using other fair-opportunity methods, where appropriate, such as requesting quotes or proposals from all IDIQ contractors for a particular requirement
- Precludes the Government from using an authorized exception to fair-opportunity (e.g., urgency, only one capable source) when properly justified and approved by a warranted CO in accordance with FAR 16.505 and applicable VA policy

c. In the event of a conflict between this PWS section and applicable law, regulation, or higher-level contract clause, the latter shall control.

**TRANSITION CLIN ORDERING PROCEDURES - CLIN 00X0.** When the Government determines that transition services are required, the CO will issue a task-order request for proposal (RFP) for CLIN 00X0 – Transition (Assessment and Execution), specifying the scope of transition and any Government constraints. The Contractor shall perform the transition assessment and submit a Transition Plan and firm-fixed-price proposal for CLIN 00X0. The Government will review the submission and establish a not-to-exceed (NTE) amount for the transition effort. The Contractor's final proposal for CLIN 00X0 shall not exceed the Government-established NTE. The CO will then negotiate and award a firm-fixed-price task order for CLIN 00X0. The Contractor shall not commence transition execution activities, other than any assessment activities specifically authorized in the RFP, until receipt of a signed task order for CLIN 00X0.

# SECTION C - CONTRACT CLAUSES

## C.1 52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)(DEVIATION)(OCT 2025)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

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

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

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

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

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

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

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

**(End of clause)**

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

## C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 1, 2026 through July 31, 2031.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

**(end of clause)**

## C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $100,000.00;

(2) Any order for a combination of items in excess of $200,000.00; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**(End of Clause)**

## C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after July 31, 2031.

**(End of Clause)**

## C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

## C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.5 years.

**(End of Clause)**

## C.7 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

**(End of Clause)**

## C.8 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (APR 2026)

(a) Definitions. As used in this clause—

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

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

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

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

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

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

## C.9 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

(a) *Definition*. As used in this clause, ‘‘contract’’ means any contract, agreement, order or other instrument and encompasses the definition set forth in FAR 2.101.

(b) *Non-disclosure requirements*. As a condition of performance under a contract, order, agreement, or other instrument that requires access to sensitive personal information as defined in VAAR 802.101, the following is expressly required—

(1) The Contractor, subcontractor, their employees or business associates shall not, directly or through an affiliate or employee of the Contractor, subcontractor, or business associate, disclose sensitive personal information to any other person unless the disclosure is lawful and is expressly permitted under the contract; and

(2) The Contractor, subcontractor, their employees or business associates shall immediately notify the Contracting Officer and the Contracting Officer’s Representative (COR) of any security incident that occurs involving sensitive personal information.

(c) *Liquidated damages*. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of [$37.50] per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages*. Based on the results from VA’s determination that there was a data breach caused by Contractor’s or any of its agents’ failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of [$37.50] per affected individual to cover the cost of the following:

(1) Notification related costs.

(2) Credit monitoring reports.

(3) Data breach analysis and impact.

(4) Fraud alerts.

(5) Identity theft insurance.

(e) *Relationship to termination clause, if applicable*. If the Government terminates this contract in whole or in part under the Termination for cause paragraph, FAR 52.212–4(m), Contract Terms and Conditions—Commercial Products and Commercial Services, the Contractor is liable for damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These damages are in addition to costs of repurchase as may be required under the Termination clause.

**(End of Clause)**

## C.10 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ‘‘*Service-disabled Veteran-owned small business concern or SDVOSB”*:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans (or eligible surviving spouses) or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at *https://veterans.certify.sba.gov/*; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘Service-disabled Veteran’’ means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term ‘‘small business concern’’ has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘*small business concern owned and controlled by service-disabled veterans*’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *“SDVOSB participant”* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multiple award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ‘‘similarly situated’’ (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work

that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

[X] By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

[] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

**(End of Clause)**

## C.11 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [X] *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) [] *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification

database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) [] *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror’s bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

**(End of Clause)**

## C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

**(End of Clause)**

## C.13 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

**(End of Clause)**

## C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/index.asp

**(End of Clause)**

| FAR Number | Title | Date |
|---|---|---|
| **52.203-17** | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | NOV 2023 |
| **52.204-9** | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| **52.204-13** | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | APR 2026 |
| **52.216-32** | TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN | SEP 2019 |
| **52.222-3** | CONVICT LABOR | APR 2026 |
| **52.222-35** | EQUAL OPPORTUNITY FOR VETERANS | APR 2026 |
| **52.222-36** | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | APR 2026 |
| **52.222-37** | EMPLOYMENT REPORT ON VETERANS | APR 2026 |
| **52.222-40** | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | APR 2026 |
| **52.222-41** | SERVICE CONTRACT LABOR STANDARDS | APR 2026 |
| **52.222-42** | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES | MAY 2014 |

| | | |
|---|---|---|
| **52.222-43** | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). | APR 2026 |
| **52.222-50** | COMBATING TRAFFICKING IN PERSONS | APR 2026 |
| **52.222-55** | MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 | APR 2026 |
| **52.222-62** | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | APR 2026 |
| **52.224-3** | PRIVACY TRAINING | JAN 2017 |
| **52.232-18** | AVAILABILITY OF FUNDS | APR 1984 |
| **52.232-40** | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | MAR 2023 |
| **52.233-3** | PROTEST AFTER AWARD | AUG 1996 |
| **52.237-3** | CONTINUITY OF SERVICES | JAN 1991 |
| **52.233-4** | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | APR 2026 |
| **52.229-3** | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| **852.201-70** | CONTRACTING OFFICER'S REPRESENTATIVE | DEC 2022 |
| **852.204-70** | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | MAR 2026 |
| **852.203-70** | COMMERCIAL ADVERTISING | MAY 2018 |
| **852.204-71** | INFORMATION AND INFORMATION SYSTEMS SECURITY | FEB 2023 |
| **852.222-71** | COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025) | APR 2025 |
| **852.237-74** | NON-DISCRIMINATION IN SERVICE DELIVERY | OCT 2019 |

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

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

**The contractor will be evaluated in accordance with the following:**

### 1. PURPOSE

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

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

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

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

### 2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

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

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

### 3. PERFORMANCE STANDARDS

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

The Performance Requirements are listed below in Section 5. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

## 4. METHODS OF QA SURVEILLANCE

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

DIRECT OBSERVATION. 100% surveillance: Contractor performance may be evaluated by contractor site visits to include inspection of contractor's storage facility.

a. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. Periodic site visits and telephonic surveys may be conducted.
b. VALIDATED USER/CUSTOMER COMPLAINTS. Telephonic surveys may be used to verify contractor performance.

## 5. QASP PERFORMANCE REPORT

| Measures | PWS Reference | Performance Requirement | Standard | Acceptable Quality Level | Surveillance Method | Met AQL/DID NOT MEET AQL-CPARS RATING/ADD COMMENTS |
|---|---|---|---|---|---|---|
| Timeliness of Deliveries and Adherence to Delivery Requirements | Pg.21 | Contractor delivers requested item(s) within three (3) days of receipt of Purchase Order | All (100%) items are delivered within three (3) days | Performance criteria met in 98% or greater of cases | Patient satisfaction / complaints, monthly review of invoices for accuracy, timeliness of equipment delivery. | |
| Adherence to Purchase Order Instructions | Pg. 35 | Contractor follows Instructions placed in Purchase Orders | Contractor adheres to all (100%) Purchase Order instructions | Performance criteria met in 98% or greater of cases | Patient satisfaction / complaints, monthly review of invoices for accuracy. | |
| Adherence to Pick up Requirements | Pg. 21 | Contractor shall make all pickups within established zones | All (100%) requested items picked up are handled appropriately | Performance criteria met in 98% or greater of cases | Patient satisfaction / complaints, monthly review of invoices for accuracy, timeliness of equipment pickup. | |
| Repair Requests Handled Properly | Pg. 24 | Contractor shall follow instructions on all repair requests | All (100%) of Delivery Requests are handled properly | Performance criteria met in 98% or greater of cases | Patient satisfaction / complaints, monthly review of | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | invoices for accuracy. | |
| Plan of Care Properly Documented | Pg. 32 | An individualized plan of care shall be implemented for each patient | All (100%) patients receiving equipment have a plan of care | Performance criteria met in 98% or greater of cases | Periodic Inspection/Random sampling | |
| Quality Assurance/Site Inspections | Pg. 32 | Contractor shall uphold organization of VA owned equipment and have everything clearly marked | All (100%) items are warranted | Performance criteria met in 98% or greater of cases | Site Inspection, record check, accuracy of required documentation submitted | |
| Reports | Pg. 29 | Contractor shall send weekly and quarterly reports. i.e. order status, inventory, patient satisfaction | All (100%) reports are complete and submitted in a timely manner | 98% or greater compliance | Periodic Inspection | |

**6. CPARS RATINGS ASSIGNED TO QASP ITEMS:**

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

| | |
|---|---|
| **EXCEPTIONAL:** | Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.<br>***Note:*** *To justify an* ***Exceptional*** *rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However, a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.* |
| **VERY GOOD:** | Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.<br>***Note:*** *To justify a* ***Very Good*** *rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also, there should have been NO significant weaknesses identified.* |

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

## 7. DOCUMENTING PERFORMANCE

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

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

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

responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.
Any CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CR on the following page.

## 8. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

_____

COR NAME/TITLE DATE

SIGNED:

_____

CONTRACTOR NAME/TITLE DATE

| CONTRACT REPORT | |
|---|---|
| 1. CONTRACT NUMBER | 2. REPORT NUMBER FOR THIS DISCREPANCY |
| 3. TO: *(Contracting Officer)* | 4. FROM: *(Name of COR)* |

| 5. DATES | | |
|---|---|---|
| a. CR PREPARED | b. RETURNED BY CONTRACTOR: | c. ACTION COMPLETE |

6. Issue Identified *(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)*

| | |
|---|---|
| 7. SIGNATURE OF COR | Date: |
| 8. SIGNATURE OF CONTRACTING OFFICER | Date: |
| 9a. TO *(Contracting Officer)* | 9a. FROM *(Contractor)* |

10. CONTRACTOR RESPONSE AS TO CAUSE AND ACTIONS TO PREVENT RECURRENCE. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*

11. SIGNATURE OF CONTRACTOR REPRESENTATIVE Date:

12. GOVERNMENT EVALUATION.

13. GOVERNMENT ACTIONS

14. CLOSE OUT

| | NAME | TITLE | SIGNATURE | DATE |
|---|---|---|---|---|
| CONTRACTOR NOTIFIED | | | | |
| COR | | | | |
| CONTRACTING OFFICER | | | | |

## D.2 ATTACHMENT A: DME REPORT SUMMARY

**DME REPORT SUMMARY**

Reports and Notifications

Where a report is established herein and is required to be submitted by the Contractor, reports will be VAMC-Specific and negative reports are required, if applicable. All reports are due to the COR as follows:

1. Daily – no later than 24 hours after notification of event

2. Monthly – due to the COR no later than the 5th workday of the month following the previous month

3. Quarterly – due to the COR no later than the 15th of the month following the reporting quarter – reporting quarters are based on our fiscal year, October to December, January to March, therefore reports are due by January 15th, April 15th, etc. Annual – due to the COR no later than the 1st of October each year.

DAILY REPORTS (As Required)

| Report Description | Distribution |
|---|---|
| Sub-Contractor Notification | COR/Designee |
| Unsafe Condition Report | COR/Designee |
| Impending Disaster | COR/Designee |
| Incident Report<br>Reporting special incidents found or occurring during a home visit, to include finding patients in need of emergency medical assistance, safety hazards that do not fall into the category of presenting immediate life-threatening danger to the patient or Contractors staff, inability to contact a patient within a reasonable period, and any other incident meeting the Contractors written policy for incident reporting in accordance with accreditation standards. | COR/Designee |
| Report of accidents, malfunctions, injuries, deaths, and equipment recalls.<br>All accidents, malfunctions, injuries, deaths, and equipment recalls, related to the provision, delivery and use of equipment and supplies herein, shall be immediately reported to the COR and to the manufacturer of the equipment. | COR/Designee |
| Sentinel Events.<br>The contractor shall inform the COR within one business day of a sentinel event (as defined by JC standards) that occurs during the performance of this contract that involves VAMC beneficiaries. | COR/Designee |
| Patient Refusal of Service<br>Refusal of service - All beneficiaries have the right of refusal of service. In the event a | COR/Designee |

| | |
|---|---|
| beneficiary refuses service or orders equipment to be removed from the home, the Contractor shall comply with the beneficiary's wishes, however in addition to a written report; the Contractor shall report the specifics of the refusal to the COR by telephone within 1 hour next available business day if after 5 PM. If the refusal occurs during a home visit, the Contractor's staff shall notify the COR of the refusal during the home visit. | |
| Suspected Abuse or Neglect<br>The contractor shall report suspected incidents of abuse or neglect to the patient by family members or caregivers. Suspected incidents shall be reported immediately (within 24 hours during business hours) to the COR, as well as to the adult protective agency. The contractor shall follow all state and local laws in reporting suspected incidents of abuse or neglect. | COR or designee<br>Protective agency |
| Report of patients exposed to communicable diseases by contracted staff. | COR or designee |

MONTHLY REPORTS

| Report Description | Distribution |
|---|---|
| Service Reports: For each patient visited during the billing period, a service report will be submitted to COR In conjunction with submitting the Invoices. | COR or designee<br>(with monthly invoice) |
| Inventory Report of Government Furnished Equipment<br>A complete listing of all government owned equipment in storage to include make, model and serial numbers, new, used, in need of repair or in need of disposal. | COR or designee |

QUARTERLY REPORTS

| Report Description | Distribution |
|---|---|
| List of Service Locations | CO, COR |
| Joint Commission Report or equal accreditation<br>The Contractor shall provide a written, quarterly report in accordance with Joint Commission Standards or equivalent for improving organizational performance (The JC standards may be accessed at www.jointcommission.org). | COR or designee |
| Patient Satisfaction<br>Customer Satisfaction - In accordance with JC standards the contractor shall collect data on service satisfaction from contracted patients and their families from each facility on a quarterly basis. A copy of survey results will be submitted to COR's in Quarterly reports. | COR or designee |
| Infection Control / Communicable Diseases | COR or designee |

| | |
|---|---|
| Infection Control/Communicable Diseases – Report will include data related to the Contractor's ongoing Infection Control Program and shall be submitted quarterly or as requested by the COR. | |
| Other Performance Improvement Performance Improvement – The contractor shall collect data on important processes and outcomes related to patient care and organizational functions. Contractor shall provide quarterly patient satisfaction, patient safety report and respiratory infection reports to CO and COR; and cooperate with COR on other performance improvement programs. | COR or designee and CO |
| Sub-Contractor Report | CO, COR |

ANNUAL REPORTS

| Report Description | Distribution |
|---|---|
| Certification of required training and current license verification | COR or designee |

REPORTS PROVIDED AS REQUESTED BY COR

| Report Description | Distribution |
|---|---|
| Post-Emergency report | COR or designee |

## D.3 WAGE DETERMINATION SCHEDULE

```
REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
       THE SERVICE CONTRACT ACT        |  EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |         WAGE AND HOUR DIVISION
                                       |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: 2015-4281
Daniel W. Simms          Division of   |           Revision No.: 37
Director            Wage Determinations|  Date Of Last Revision: 5/14/2026
_______________________________________|_____________________________________

State: Virginia, District of Columbia, Maryland


Area: Virginia Counties of Alexandria*, Arlington, Fairfax,
Fairfax*, Falls Church*, Fauquier,
Loudoun, Manassas Park*, Manassas*,
Prince William and Stafford

District of Columbia Counties of District of Columbia

Maryland Counties of Charles and Prince George's
_____________________________________________________________________________


          **Fringe Benefits Required Follow the Occupational Listing**


OCCUPATION CODE - TITLE                                    FOOTNOTE    RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I                                             21.83
01012 - Accounting Clerk II                                            24.50
01013 - Accounting Clerk III                                           27.41
01020 - Administrative Assistant                                       39.97
01035 - Court Reporter                                                 29.26
01041 - Customer Service Representative I                              17.59
01042 - Customer Service Representative II                             19.19
01043 - Customer Service Representative III                            21.54
01051 - Data Entry Operator I                                          19.11
01052 - Data Entry Operator II                                         20.85
01060 - Dispatcher, Motor Vehicle                                      25.71
01070 - Document Preparation Clerk                                     21.07
01090 - Duplicating Machine Operator                                   21.07
01111 - General Clerk I                                                20.12
01112 - General Clerk II                                               21.96
01113 - General Clerk III                                              24.65
01120 - Housing Referral Assistant                                     26.61
01141 - Messenger Courier                                              22.01
01191 - Order Clerk I                                                  20.25
01192 - Order Clerk II                                                 22.10
01261 - Personnel Assistant (Employment) I                             22.42
01262 - Personnel Assistant (Employment) II                            25.08
01263 - Personnel Assistant (Employment) III                           27.95
01270 - Production Control Clerk                                       28.45
01290 - Rental Clerk                                                   21.83
01300 - Scheduler, Maintenance                                         21.33
01311 - Secretary I                                                    21.33
01312 - Secretary II                                                   23.86
01313 - Secretary III                                                  26.61
01320 - Service Order Dispatcher                                       22.98
01410 - Supply Technician                                              39.97
01420 - Survey Worker                                                  22.94
```

| | |
|---|---|
| 01460 - Switchboard Operator/Receptionist | 19.12 |
| 01531 - Travel Clerk I | 22.65 |
| 01532 - Travel Clerk II | 24.70 |
| 01533 - Travel Clerk III | 26.66 |
| 01611 - Word Processor I | 18.97 |
| 01612 - Word Processor II | 21.29 |
| 01613 - Word Processor III | 23.81 |
| | |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 29.21 |
| 05010 - Automotive Electrician | 28.76 |
| 05040 - Automotive Glass Installer | 27.09 |
| 05070 - Automotive Worker | 27.09 |
| 05110 - Mobile Equipment Servicer | 23.30 |
| 05130 - Motor Equipment Metal Mechanic | 30.28 |
| 05160 - Motor Equipment Metal Worker | 27.09 |
| 05190 - Motor Vehicle Mechanic | 30.28 |
| 05220 - Motor Vehicle Mechanic Helper | 21.32 |
| 05250 - Motor Vehicle Upholstery Worker | 25.28 |
| 05280 - Motor Vehicle Wrecker | 27.09 |
| 05310 - Painter, Automotive | 28.76 |
| 05340 - Radiator Repair Specialist | 27.09 |
| 05370 - Tire Repairer | 21.12 |
| 05400 - Transmission Repair Specialist | 30.28 |
| | |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 17.87 |
| 07041 - Cook I | 20.40 |
| 07042 - Cook II | 23.72 |
| 07070 - Dishwasher | 17.70 |
| 07130 - Food Service Worker | 17.41 |
| 07210 - Meat Cutter | 22.13 |
| 07260 - Waiter/Waitress | 18.48 |
| | |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 28.23 |
| 09040 - Furniture Handler | 15.47 |
| 09080 - Furniture Refinisher | 24.81 |
| 09090 - Furniture Refinisher Helper | 18.38 |
| 09110 - Furniture Repairer, Minor | 21.80 |
| 09130 - Upholsterer | 21.85 |
| | |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 17.68 |
| 11060 - Elevator Operator | 17.84 |
| 11090 - Gardener | 25.16 |
| 11122 - Housekeeping Aide | 17.84 |
| 11150 - Janitor | 17.84 |
| 11210 - Laborer, Grounds Maintenance | 19.16 |
| 11240 - Maid or Houseman | 17.70 |
| 11260 - Pruner | 18.28 |
| 11270 - Tractor Operator | 23.02 |
| 11330 - Trail Maintenance Worker | 19.16 |
| 11360 - Window Cleaner | 18.70 |
| | |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 24.09 |
| 12011 - Breath Alcohol Technician | 31.01 |
| 12012 - Certified Occupational Therapist Assistant | 40.02 |
| 12015 - Certified Physical Therapist Assistant | 36.67 |
| 12020 - Dental Assistant | 23.78 |
| 12025 - Dental Hygienist | 52.41 |
| 12030 - EKG Technician | 45.58 |
| 12035 - Electroneurodiagnostic Technologist | 45.58 |
| 12040 - Emergency Medical Technician | 24.09 |
| 12071 - Licensed Practical Nurse I | 27.72 |
| 12072 - Licensed Practical Nurse II | 31.01 |

| | | |
|---|---|---|
| 12073 - Licensed Practical Nurse III | | 34.57 |
| 12100 - Medical Assistant | | 22.48 |
| 12130 - Medical Laboratory Technician | | 34.27 |
| 12160 - Medical Record Clerk | | 25.58 |
| 12190 - Medical Record Technician | | 28.61 |
| 12195 - Medical Transcriptionist | | 20.72 |
| 12210 - Nuclear Medicine Technologist | | 49.45 |
| 12221 - Nursing Assistant I | | 15.11 |
| 12222 - Nursing Assistant II | | 17.01 |
| 12223 - Nursing Assistant III | | 18.56 |
| 12224 - Nursing Assistant IV | | 20.83 |
| 12235 - Optical Dispenser | | 28.14 |
| 12236 - Optical Technician | | 23.50 |
| 12250 - Pharmacy Technician | | 21.90 |
| 12280 - Phlebotomist | | 23.72 |
| 12305 - Radiologic Technologist | | 41.51 |
| 12311 - Registered Nurse I | | 31.84 |
| 12312 - Registered Nurse II | | 38.95 |
| 12313 - Registered Nurse II, Specialist | | 38.95 |
| 12314 - Registered Nurse III | | 47.12 |
| 12315 - Registered Nurse III, Anesthetist | | 47.12 |
| 12316 - Registered Nurse IV | | 56.48 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 38.42 |
| 12320 - Substance Abuse Treatment Counselor | | 30.37 |
| | | |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 24.30 |
| 13012 - Exhibits Specialist II | | 30.10 |
| 13013 - Exhibits Specialist III | | 36.82 |
| 13041 - Illustrator I | | 25.90 |
| 13042 - Illustrator II | | 32.08 |
| 13043 - Illustrator III | | 39.23 |
| 13047 - Librarian | | 43.76 |
| 13050 - Library Aide/Clerk | | 21.22 |
| 13054 - Library Information Technology Systems Administrator | | 39.51 |
| 13058 - Library Technician | | 24.49 |
| 13061 - Media Specialist I | | 28.52 |
| 13062 - Media Specialist II | | 31.90 |
| 13063 - Media Specialist III | | 35.55 |
| 13071 - Photographer I | | 24.22 |
| 13072 - Photographer II | | 27.09 |
| 13073 - Photographer III | | 33.55 |
| 13074 - Photographer IV | | 41.04 |
| 13075 - Photographer V | | 49.65 |
| 13090 - Technical Order Library Clerk | | 26.65 |
| 13110 - Video Teleconference Technician | | 30.84 |
| | | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 27.25 |
| 14042 - Computer Operator II | | 30.48 |
| 14043 - Computer Operator III | | 33.99 |
| 14044 - Computer Operator IV | | 37.76 |
| 14045 - Computer Operator V | | 41.82 |
| 14071 - Computer Programmer I | (see 1) | |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 27.25 |
| 14160 - Personal Computer Support Technician | | 37.76 |
| 14170 - System Support Specialist | | 41.82 |
| | | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor | | |

| | |
|---|---|
| (Non-Rated) | 41.82 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 50.59 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 60.66 |
| 15050 - Computer Based Training Specialist / Instructor | 41.82 |
| 15060 - Educational Technologist | 48.91 |
| 15070 - Flight Instructor (Pilot) | 60.66 |
| 15080 - Graphic Artist | 39.60 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 60.66 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 60.66 |
| 15088 - Non-Maintenance Test/Co-Pilot | 60.66 |
| 15090 - Technical Instructor | 32.56 |
| 15095 - Technical Instructor/Course Developer | 39.83 |
| 15110 - Test Proctor | 26.28 |
| 15120 - Tutor | 26.28 |
| | |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 20.03 |
| 16030 - Counter Attendant | 20.03 |
| 16040 - Dry Cleaner | 22.90 |
| 16070 - Finisher, Flatwork, Machine | 20.03 |
| 16090 - Presser, Hand | 20.03 |
| 16110 - Presser, Machine, Drycleaning | 20.03 |
| 16130 - Presser, Machine, Shirts | 20.03 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 20.03 |
| 16190 - Sewing Machine Operator | 23.86 |
| 16220 - Tailor | 24.82 |
| 16250 - Washer, Machine | 20.99 |
| | |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 31.46 |
| 19040 - Tool And Die Maker | 38.21 |
| | |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 24.07 |
| 21030 - Material Coordinator | 28.45 |
| 21040 - Material Expediter | 28.45 |
| 21050 - Material Handling Laborer | 19.81 |
| 21071 - Order Filler | 18.01 |
| 21080 - Production Line Worker (Food Processing) | 24.07 |
| 21110 - Shipping Packer | 21.99 |
| 21130 - Shipping/Receiving Clerk | 21.99 |
| 21140 - Store Worker I | 19.08 |
| 21150 - Stock Clerk | 22.91 |
| 21210 - Tools And Parts Attendant | 24.07 |
| 21410 - Warehouse Specialist | 24.07 |
| | |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 46.69 |
| 23019 - Aircraft Logs and Records Technician | 37.02 |
| 23021 - Aircraft Mechanic I | 44.33 |
| 23022 - Aircraft Mechanic II | 46.69 |
| 23023 - Aircraft Mechanic III | 48.97 |
| 23040 - Aircraft Mechanic Helper | 31.21 |
| 23050 - Aircraft, Painter | 42.10 |
| 23060 - Aircraft Servicer | 37.02 |
| 23070 - Aircraft Survival Flight Equipment Technician | 42.10 |
| 23080 - Aircraft Worker | 39.66 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 39.66 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 44.33 |
| 23110 - Appliance Mechanic | 27.81 |
| 23120 - Bicycle Repairer | 20.03 |
| 23125 - Cable Splicer | 43.10 |

| | |
|---|---|
| 23130 - Carpenter, Maintenance | 28.58 |
| 23140 - Carpet Layer | 24.79 |
| 23160 - Electrician, Maintenance | 36.28 |
| 23181 - Electronics Technician Maintenance I | 35.18 |
| 23182 - Electronics Technician Maintenance II | 37.35 |
| 23183 - Electronics Technician Maintenance III | 39.32 |
| 23260 - Fabric Worker | 29.06 |
| 23290 - Fire Alarm System Mechanic | 31.36 |
| 23310 - Fire Extinguisher Repairer | 26.78 |
| 23311 - Fuel Distribution System Mechanic | 37.07 |
| 23312 - Fuel Distribution System Operator | 28.53 |
| 23370 - General Maintenance Worker | 26.68 |
| 23380 - Ground Support Equipment Mechanic | 44.33 |
| 23381 - Ground Support Equipment Servicer | 37.02 |
| 23382 - Ground Support Equipment Worker | 39.66 |
| 23391 - Gunsmith I | 26.78 |
| 23392 - Gunsmith II | 31.14 |
| 23393 - Gunsmith III | 34.80 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 34.66 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 36.51 |
| 23430 - Heavy Equipment Mechanic | 34.05 |
| 23440 - Heavy Equipment Operator | 29.25 |
| 23460 - Instrument Mechanic | 37.03 |
| 23465 - Laboratory/Shelter Mechanic | 33.05 |
| 23470 - Laborer | 19.81 |
| 23510 - Locksmith | 35.47 |
| 23530 - Machinery Maintenance Mechanic | 33.73 |
| 23550 - Machinist, Maintenance | 34.32 |
| 23580 - Maintenance Trades Helper | 20.27 |
| 23591 - Metrology Technician I | 37.03 |
| 23592 - Metrology Technician II | 39.00 |
| 23593 - Metrology Technician III | 40.91 |
| 23640 - Millwright | 29.89 |
| 23710 - Office Appliance Repairer | 24.28 |
| 23760 - Painter, Maintenance | 24.00 |
| 23790 - Pipefitter, Maintenance | 33.08 |
| 23810 - Plumber, Maintenance | 31.42 |
| 23820 - Pneudraulic Systems Mechanic | 34.80 |
| 23850 - Rigger | 34.16 |
| 23870 - Scale Mechanic | 31.14 |
| 23890 - Sheet-Metal Worker, Maintenance | 30.59 |
| 23910 - Small Engine Mechanic | 24.40 |
| 23931 - Telecommunications Mechanic I | 37.06 |
| 23932 - Telecommunications Mechanic II | 39.03 |
| 23950 - Telephone Lineman | 45.15 |
| 23960 - Welder, Combination, Maintenance | 28.87 |
| 23965 - Well Driller | 32.07 |
| 23970 - Woodcraft Worker | 34.80 |
| 23980 - Woodworker | 26.78 |
| | |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 23.07 |
| 24570 - Child Care Attendant | 17.20 |
| 24580 - Child Care Center Clerk | 21.46 |
| 24610 - Chore Aide | 17.91 |
| 24620 - Family Readiness And Support Services Coordinator | 23.07 |
| 24630 - Homemaker | 23.07 |
| | |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 42.88 |
| 25040 - Sewage Plant Operator | 32.51 |
| 25070 - Stationary Engineer | 42.88 |
| 25190 - Ventilation Equipment Tender | 30.19 |
| 25210 - Water Treatment Plant Operator | 32.51 |

| | | |
|---|---|---|
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | | 29.26 |
| 27007 - Baggage Inspector | | 20.31 |
| 27008 - Corrections Officer | | 33.19 |
| 27010 - Court Security Officer | | 32.91 |
| 27030 - Detection Dog Handler | | 22.72 |
| 27040 - Detention Officer | | 33.19 |
| 27070 - Firefighter | | 32.62 |
| 27101 - Guard I | | 20.31 |
| 27102 - Guard II | | 22.72 |
| 27131 - Police Officer I | | 36.09 |
| 27132 - Police Officer II | | 40.11 |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | | 21.74 |
| 28042 - Carnival Equipment Repairer | | 23.76 |
| 28043 - Carnival Worker | | 17.22 |
| 28210 - Gate Attendant/Gate Tender | | 21.78 |
| 28310 - Lifeguard | | 16.92 |
| 28350 - Park Attendant (Aide) | | 24.36 |
| 28510 - Recreation Aide/Health Facility Attendant | | 17.78 |
| 28515 - Recreation Specialist | | 30.17 |
| 28630 - Sports Official | | 19.40 |
| 28690 - Swimming Pool Operator | | 27.63 |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 35.81 |
| 29020 - Hatch Tender | | 35.81 |
| 29030 - Line Handler | | 35.81 |
| 29041 - Stevedore I | | 33.42 |
| 29042 - Stevedore II | | 38.01 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 52.72 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 36.35 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 40.04 |
| 30021 - Archeological Technician I | | 24.14 |
| 30022 - Archeological Technician II | | 27.00 |
| 30023 - Archeological Technician III | | 33.44 |
| 30030 - Cartographic Technician | | 33.44 |
| 30040 - Civil Engineering Technician | | 41.58 |
| 30051 - Cryogenic Technician I | | 37.04 |
| 30052 - Cryogenic Technician II | | 40.90 |
| 30061 - Drafter/CAD Operator I | | 24.14 |
| 30062 - Drafter/CAD Operator II | | 27.00 |
| 30063 - Drafter/CAD Operator III | | 30.09 |
| 30064 - Drafter/CAD Operator IV | | 37.04 |
| 30081 - Engineering Technician I | | 22.92 |
| 30082 - Engineering Technician II | | 25.72 |
| 30083 - Engineering Technician III | | 28.79 |
| 30084 - Engineering Technician IV | | 35.64 |
| 30085 - Engineering Technician V | | 43.61 |
| 30086 - Engineering Technician VI | | 52.76 |
| 30090 - Environmental Technician | | 31.79 |
| 30095 - Evidence Control Specialist | | 33.44 |
| 30210 - Laboratory Technician | | 29.01 |
| 30221 - Latent Fingerprint Technician I | | 37.63 |
| 30222 - Latent Fingerprint Technician II | | 41.56 |
| 30240 - Mathematical Technician | | 42.36 |
| 30361 - Paralegal/Legal Assistant I | | 25.58 |
| 30362 - Paralegal/Legal Assistant II | | 31.69 |
| 30363 - Paralegal/Legal Assistant III | | 38.77 |
| 30364 - Paralegal/Legal Assistant IV | | 46.90 |

| | | |
|---|---|---|
| 30375 - Petroleum Supply Specialist | | 40.90 |
| 30390 - Photo-Optics Technician | | 33.44 |
| 30395 - Radiation Control Technician | | 40.90 |
| 30461 - Technical Writer I | | 31.78 |
| 30462 - Technical Writer II | | 38.87 |
| 30463 - Technical Writer III | | 47.03 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 33.50 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 40.54 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 48.59 |
| 30494 - Unexploded (UXO) Safety Escort | | 33.50 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 33.50 |
| 30501 - Weather Forecaster I | | 37.04 |
| 30502 - Weather Forecaster II | | 45.05 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 30.09 |
| 30621 - Weather Observer, Senior | (see 2) | 33.44 |
| | | |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 40.54 |
| 31020 - Bus Aide | | 20.16 |
| 31030 - Bus Driver | | 28.94 |
| 31043 - Driver Courier | | 21.14 |
| 31260 - Parking and Lot Attendant | | 17.17 |
| 31290 - Shuttle Bus Driver | | 21.06 |
| 31310 - Taxi Driver | | 17.71 |
| 31361 - Truckdriver, Light | | 23.10 |
| 31362 - Truckdriver, Medium | | 25.07 |
| 31363 - Truckdriver, Heavy | | 28.39 |
| 31364 - Truckdriver, Tractor-Trailer | | 28.39 |
| | | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 19.76 |
| 99030 - Cashier | | 16.73 |
| 99050 - Desk Clerk | | 17.76 |
| 99095 - Embalmer | | 34.10 |
| 99130 - Flight Follower | | 33.50 |
| 99251 - Laboratory Animal Caretaker I | | 20.32 |
| 99252 - Laboratory Animal Caretaker II | | 22.20 |
| 99260 - Marketing Analyst | | 40.69 |
| 99310 - Mortician | | 34.10 |
| 99410 - Pest Controller | | 21.91 |
| 99510 - Photofinishing Worker | | 22.57 |
| 99710 - Recycling Laborer | | 23.14 |
| 99711 - Recycling Specialist | | 28.16 |
| 99730 - Refuse Collector | | 22.08 |
| 99810 - Sales Clerk | | 17.18 |
| 99820 - School Crossing Guard | | 20.44 |
| 99830 - Survey Party Chief | | 31.00 |
| 99831 - Surveying Aide | | 19.26 |
| 99832 - Surveying Technician | | 29.45 |
| 99840 - Vending Machine Attendant | | 17.68 |
| 99841 - Vending Machine Repairer | | 22.47 |
| 99842 - Vending Machine Repairer Helper | | 17.68 |

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."""

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) (APR 2026)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial

offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

## E.2 ADDENDUM to 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

The North American Industry Classification System (NAICS) code for this solicitation is 621610 Home Health Care Services.

FAR 52.212-1 has been altered to read (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**GENERAL INSTRUCTIONS FOR TECHNICAL/PRICE PROPOSAL SUBMISSION**

(a) All Proposal Questions shall be submitted to the Contract Specialist via email to Aria.Melville@va.gov by 5:00 PM EST June 24, 2026.

(b) The Technical Capability Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror's Quotation. Legibility, clarity, and coherence are very important.

(c) The Quotation should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience and will base its evaluation on the information presented in the Offeror's quotation.

(d) To assure timely and equitable evaluation of quotations, Offerors must follow the instructions contained herein. Quotations must be complete, concise, self-sufficient, and respond directly to the requirements of this solicitation.

(e) Required to be registered in System for Award Management (SAM) at www.sam.gov. The Offeror is encouraged to go to the SAM database www.sam.gov and start the registration process as soon as possible to avoid possible delays in contract award.

(f) Offerors should thoroughly review the specifications and be familiar with the area of coverage before submitting their quotation in order to be fully aware of the supplies and the services required.

(g) Prior to the award, the Contractor must have The Joint Commission (JC) accreditation and meet/exceed the standards of the Center for Medicare and Medicaid Services (CMS). Written documentation must be provided to support this requirement.

(h) Offerors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed candidate(s) and/or firm(s) are not listed. Offerors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a minimum and maximum Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against health care providers and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

(i) To be considered for award under this Service-Disabled Veteran-Owned Small Business (SDVOSB) set-aside, Offerors shall complete and return VAAR 852.219-75: VA Notice of Limitations on Subcontracting – Certification of Compliance for Services and Construction included in Section C.

**By signing the offer the Contractor certifies that he/she has reviewed the OIG List of Excluded Individuals/Entities and that the proposed candidate(s) and/or firm are not listed as of the date the offer was signed.**

The response shall consist of three (3) separate volume parts, Volume 1 – Technical Capability, Volume 2 – Past Performance, Volume 3 – Pricing. Offerors will submit one (1) copy of their completed Quotation electronically via email to Aria Melville, Contract Specialist, Aria.Melville@va.gov. Submit signed and dated offers to the Contract Specialist at or before the exact time specified in this solicitation.

The Quotation shall consist of three (3) volumes:

## 1. VOLUME 1 – TECHNICAL CAPABILITY

Offeror shall submit their Technical Capability not to exceed twenty (20) pages (attachments will not be counted towards the page limit).

The technical capability volume will be evaluated to determine the degree to which the submission reflects an understanding of the technical requirements and the ability to accomplish the technical requirements of the Performance Work Statement (PWS).

The Offeror shall provide a clear, logical plan for organizing and maintaining the storage space for the DME as specified in the PWS. The proposed approach shall address offerors' understanding of the Government organization needs, as well as the degree to which the Offeror understands home delivery services, DME functionality and operations, setup and installation, patient education, and patient satisfaction.

The Offeror shall describe how they will meet the Response Times stated in the PWS.

The Offeror shall describe how they will meet the Contractor Personnel Qualifications requirement.

The Offeror shall describe methods and procedures for providing patient education, to include how these methods will be tailored to vulnerable patients and patients with communication challenges.

The Offeror shall describe their inventory plan to track and manage the DME.

The Offeror shall provide a detailed emergency action plan to include emergency preparedness and how the 24/7 patient emergency response requirement will be met.

The Offeror shall provide a detailed summary of how the transition period will be managed**.**

The Offeror shall describe the Quality Control (QC) program they propose to implement in servicing the requirements set forth in the PWS. List and discuss the major elements of the program critical to the oversight and quality control of services, supply chain management, HIPAA and information security compliance, compliance with Joint Commission Standards and patient education and satisfaction.

The Offeror shall provide proof of The Joint Commission Accreditation. Certification must be valid within the last three (3) years.

The Offeror shall have a storage facility that meets the specifications in the PWS and located within 30 miles of the Washington VAMC. The Offeror shall demonstrate possession and/or control of the storage facility prior to the start of the contract. Written documentation/proof of meeting the storage facility requirement shall be submitted with the Offeror's quotation. Acceptable forms of proof are a deed, signed lease, letter of commitment, etc. If providing a lease or letter of commitment, the documentation shall be signed by both parties. Photographs and/or screenshots are not acceptable documentation/proof of meeting this requirement.

## 2. VOLUME 2 – PAST PERFORMANCE

Offerors shall submit up to a maximum of three (3) previously completed commercial or government contracts that were performed in the last three (3) years that are similar in scope and complexity to the requirements of this solicitation. Overarching contracts such as IDIQs or BPAs count as one (1) reference. Individual orders placed off of the overarching contracts should not be listed as separate references. Provide a list of three (3) references pertaining to those contracts including name, address, contract person, and telephone number. Include

information that depicts contract compliance, financial stability and efficiency, and customer satisfaction. The Government reserves the right to obtain and evaluate Past Performance information from any source it deems appropriate.

Past Performance will be evaluated on relevancy and performance confidence.

Lack of Experience Will Not Be Evaluated Unfavorably: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

**3. VOLUME 3 – PRICING**

Offerors shall submit Pricing by completing Section B.2 Price Schedule. The total price shall be inclusive of all Contract Line-Item Numbers (CLINs).

**IN ADDITION TO THE QUOTATION SUBMISSION INSTRUCTIONS ABOVE, OFFERORS SHALL SUBMIT THE FOLLOWING WITH THEIR QUOTATION:**

1. Signed SF 1449 on page 1 of RFQ.

2. Completed price schedule for all CLINS.

3. Signed Quality Assurance Surveillance Plan (QASP) from Section D- Contract Documents, Exhibits, or Attachments.

4. Copy of VETS 4212 Report.

5. Completed E.11 FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services.

6. Completed E.4 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

7. Completed C.10 VAAR 852.219-75: VA Notice of Limitations on Subcontracting – Certification of Compliance for Services and Construction.

8. Completed E.6 FAR 52.209-7 Information Regarding Responsibility Matters.

9. Proof of Joint Commission Accreditation of the Offeror.

**BASIS OF AWARD**

Quotations will be evaluated using FAR part 12 procedures.

Award will be based on the evaluation of quotations in accordance with evaluation factors.

Award may be made to other than the lowest priced Offeror or to the other than highest technically rated Offeror.

Failure to materially comply with the instructions, to include a failure to submit the required documentation/information may render the offer unacceptable, in which case it will not be considered for award.

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

## E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (APR 2026)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

**(End of provision)**

## E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs
VISN 5 Contracting
Aria Melville
849 International Drive
Linthicum MD 21090

Mailing Address:

Department of Veterans Affairs
VISN 5 Contracting
Aria Melville
849 International Drive
Linthicum MD 21090

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

**(End of Provision)**

## E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

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

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

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

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

**(End of Provision)**

## E.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1
http://www.va.gov/oal/library/vaar/index.asp

| FAR Number | Title | Date |
|---|---|---|
| **52.204-7** | SYSTEM FOR AWARD MANAGEMENT | NOV 2024 |
| **52.204-16** | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | AUG 2020 |
| **52.207-6** | SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) | AUG 2024 |
| **52.216-27** | SINGLE OR MULTIPLE AWARDS | OCT 1995 |
| **52.229-11** | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION | JUN 2020 |
| **852.233-70** | PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION | OCT 2018 |
| **852.239-75** | INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE | FEB 2023 |

**(End of Provision)**

## E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)

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

Technical Capability Volume, Past Performance, and Price

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**(End of Provision)**