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

1. REQUISITION NO.: N/A; Orders to be paid via 1358

2. CONTRACT NO.:
3. AWARD/EFFECTIVE DATE:
4. ORDER NO.:
5. SOLICITATION NUMBER: 36C25626R0037
6. SOLICITATION ISSUE DATE: 05-31-2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Luke Miles
b. TELEPHONE NO. (No Collect Calls): 504-315-6977
8. OFFER DUE DATE/LOCAL TIME: 07-31-2026 1700 CDT

9. ISSUED BY — CODE 00586
Department of Veterans Affairs
Network Contracting Office 16
NCO 16 Prosthetics Team
715 S. Pear Orchard Street
Ridgeland MS 39157

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
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE 00586
See SOW for specific locations

16. ADMINISTERED BY — CODE 10N16
Department of Veterans Affairs
Network Contracting Office 16
Commercial Acquisition Team - New Orlean
1515 Poydras, Ste 1100
New Orleans LA 70112

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:
FSC e-Invoice Payment
http://www.fsc.va.gov/fsc/einvoice.asp
Invoice Setup Information 1-877-489-6135
invoice must be submitted electronically
PHONE: 1-877-489-6135 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	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Estimated Period of Performance: 11/1/2026 thru 10/31/2031 This solicitation uses Federal Acquisition Regulation (FAR) Part 15 Contracting by Negotiation procedures. All Offerors shall be active/registered at System for Award Management (SAM) (https://www.SAM.gov) at the time of proposal submission, proposal evaluation, and award. All Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns shall be active/registered in VetCert (https://veterans.certify.sba.gov) at the time of proposal submission, proposal evaluation, and award. NAICS 621610, Home Health Care Services Product Service Code 6515, Medical Services-Other Vendors are advised that VA reorganization may nessitate adding additional locations to this contract in the future. Any additions will be completed by bilateral modificatiion. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
Orders to be paid via 1358

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

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] 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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Luke Miles, Contracting Officer
31c. DATE SIGNED

Table of Contents

SECTION A **1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS **4**

CONTRACT ADMINISTRATION DATA 4

SECTION C - CONTRACT CLAUSES **57**

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) 57
C.2 52.216-18 ORDERING (AUG 2020) 62
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995) 63
C.4 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION) 64
C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 64
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 64
C.7 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2025) (DEVIATION) 65
C.8 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2025) (DEVIATION) 66
C.9 52.233-3 PROTEST AFTER AWARD (AUG 1996) 69
C.10 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018) 70
C.11 VAAR 852.211-76 LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) 70
C.12 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) 71
C.13 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) 74
C.14 VAAR 852.237-75 KEY PERSONNEL (OCT 2019) 76
C.15 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) 76
C.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 76
C.17 MANDATORY WRITTEN DISCLOSURES 78

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS **78**

SECTION E - SOLICITATION PROVISIONS **80**

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) 80
E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 87
E.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) 88
E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION) 88
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) 91
E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018) 91

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 92
E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 93

SECTION B - CONTINUATION OF SF 1449 BLOCKS

CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR

b. GOVERNMENT: Contracting Officer

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly – after receipt of approved invoice – See PWS 4.12 for more information

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.

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

AMENDMENT NO	DATE

SEE PRICE SCHEDULE, SECTION D, ATTACHMENT D.1

ESTIMATED QUANTITIES: The Government intends to award an Indefinite Delivery Indefinite Quantity Fixed-Price contract. Quantities for each Line Item (LIN) are estimates only, and the actual number of quantities required during the term of the contract may be more or less than the quantities indicated. The contractor shall be paid for actual services provided in accordance with the Price Schedule, located in Section D, Attachment D.1.

In accordance with Federal Acquisition Regulations (FAR) Part 16.504, the guaranteed minimum quantity of services the Government will acquire under this contract is $2,000.00 (Two Thousand Dollars). The maximum quantity of services the Government will acquire under this contract is $70,000,000.00 (Seventy Million Dollars).

For purposes of award of this contract, the Government intends to evaluate the Option to Extend Services under FAR Clause 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be those rates in effect under the contract each time an option is exercised under this clause. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed the simplified acquisition threshold (SAT) as defined in FAR 2.101 and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

Each Contractor whose contract award is estimated to exceed the SAT is required to register with CPARS database at the following web address: https://www.cpars.gov/. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.

For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

Failure to have a current registration with the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

Statement of Work

HOME OXYGEN SERVICES - VISN 16

1. SCOPE: This Statement of Work (SOW) defines the effort required for the setup, installation, education, and management of Home Oxygen services and Ventilation, in accordance with Joint Commission (JC) standards, to Veteran beneficiaries serviced by three (3) stations within VISN 16. These services include delivery, set-up, education, pick-up, cleaning, preventative maintenance, equipment assessment visits, after-hours support and storage of equipment. The use of the terms "beneficiary", "Veterans", "Patients", and "Patient" are used interchangeably and refer to the recipient of required supplies, equipment, and incidental services required under the contract.

1.1 BACKGROUND: The acquisition of Home Oxygen services is being initiated to provide Home Oxygen services to Veteran beneficiaries serviced by VISN 16, 365 days a year, including holidays. VISN 16 does not have the capacity to provide these services, so a contract is being sought for the provision of home oxygen and all associated products and services.

1.2 LOCATIONS/PLACE OF PERFORMANCE: All services shall be performed in the veteran's place of residence. The area of service shall be all patients serviced by the following locations within VISN 16. The contractor shall service any patients that are treated at any of these facilities and all associated Community Based Outpatient Clinic (CBOC), supported therein (Clinic of Jurisdiction/Primary Services Area COJ/PSA), regardless of their physical location. Contractors shall have a facility or resources physically located in the geographic area in which they shall provide service. The geographical boundaries described herein have been determined as the areas of responsibility for each local VA Medical Centers. If the contractor receives a request for services outside of the geographical area detailed in Attachment D.4, the contractor shall immediately notify the Contracting Officer and COR.

SEE ATTACHMENT D.4 FOR SCHEDULE OF LOCATIONS.

2. **DESCRIPTION OF SERVICES**: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide home oxygen equipment and services as defined in this SOW. The services associated with this contract include: all logistical/administrative functions involved with the day-to-day operation of providing the service to the Veteran and their families, including, but not limited to, furnishing warehouse space, surplus supplies, monthly in home respiratory therapy visits for patients with a ventilator prescription, and semi-annual technician visits for home oxygen patients. This includes providing a Quality Control (QC) Plan about how the contractor will comply with the requirements ofthe contract to include coordinating and managing patient care; deliveries consisting of pickup and

delivery of supplies; educate the patient and/or caregiver on proper use of equipment; documenting education and understanding; documenting use of supplies; and inspection of home in relation to homeoxygen in accordance with Joint Commission (JC) and Department of Veterans Affairs (VA) Standards concerning patient use/safety of home oxygen standards, including the Home Care National Patient Safety Goals. All content contained herein regarding JC standards shall be interpreted in the following manner. All issuing and follow-up care provided under this contract shall be provided in accordance with all current JC and VA standards. The requirement includesproviding in home supplies such as the following: low decibel concentrator (rental) with two broad categories of flow rates and replacement parts; various cylinder sizes (rental) to provide oxygen [ex. A (smallest)-E (largest)H and/or M] and replacement parts; portable oxygen concentrator; liquid oxygen; valved fireproof cannula; procurement/distribution of two types of oxygen and backup/spare parts; nasal cannula to include micro nasal cannula, high flow, Oxymizer pendant, nasal cannula with cushion ear piece, soft pronged nasal cannula/masks to include Oxymask, tracheostomy mask, bi-flow nasal mask, aerosol mask and replacement parts, and any interface, adapter or connection to enhance oxygen delivery/masks to include Oxymask, tracheostomy mask, bi-flow nasal mask, aerosolmask and replacement parts, and any interface, adapter or connection to enhance oxygen delivery; and replacement parts; oxygen bleed in connector; portable oxygen systems (used when a Veteran travels or for primary source for patient mobility).

2.1. VETERANS SERVED: The three (3) stations within VISN 16 currently serve an estimated 3674 oxygen-using Patients and 51 ventilator patients per month. The volumes or amounts shown in the chart below are estimates only and impose no obligation on the VA. The contract shall be for the actual requirements of the VA as ordered by the VA during the life of the contract.

	Station	Est. per Month Oxygen Patients	Est. per Year Oxygen Patients	Est. per Month Ventilator Patients	Est. Per Year Ventilator Patients
1	Veterans Health Care System of the Ozarks, Fayetteville, AR	1608	19296	24	288
2	G.V. "Sonny" Montgomery VA Medical Center, Jackson, MS	808	9696	16	192
3	Central Arkansas Veterans Health Care System, Little Rock AR	1258	15096	11	132
	TOTALS	**3674**	**44088**	**51**	**612**

2.2. ORDERING PROCESS: The COR or designee shall provide (via PKI encrypted email and/or fax) the Contractor with notification to initiate individual patient service

requirements, including the patient's oxygen prescription by authorized Licensed Independent Practitioner (LIP), equipment, supplies and services to be provided including date and place of delivery. The Contractor shall confirm receipt (via PKI encrypted email and/or fax) of the request within one (1) working hour of notification to the ordering facility. The COR or designee shall also provide notification (via PKI encrypted email and/or fax) to the Contractor of VA initiated discontinuation of service. The Contractor shall confirm receipt (via PKI encrypted email and/or fax) of the discontinuation notification within one (1) working hour of the notification. The discontinuation shall be accomplished within 24 hours of the notification receipt confirmation. The written documents shall include the authorizing official's signature, electronic or written. The Contractor shall provide a toll-free telephone number, dedicated line, for the purpose of communicating with VA eligible beneficiaries (Veterans) and VA staff. In addition, the Contractor **SHALL NOT** place collect telephone calls to the VA or to any VA beneficiary, family member, or caregiver.

2.3. HOME VISITS:

A. Initial set-ups are considered to be those beneficiaries who do not have a VA authorized oxygen therapy delivery system or ventilators.

B. Initial setup(s) for Home Oxygen Patients and Ventilator Patients shall be performed by a certified respiratory therapist (CRT) or registered respiratory therapist (RRT), that is licensed in accordance with the governing standards of where the services are to be provided.

C. Home visits shall be performed semi-annually by a professionally trained Technician for all Patients that utilize home oxygen services.

D. Documentation shall be provided (via encrypted email and fax) to the ordering facility’s COR documenting a thorough review of the Patient's equipment, to include all equipment records, and any re-education of the patient and/or caregiver, if necessary, within five (5) business days of the visit.

E. Documentation shall be provided (via encrypted email and fax) to the ordering facility’s COR for all home visits within five (5) business days of the visit.

F. Patient or caregiver education: The Contractor shall provide education to each patient or caregiver at the time of initial set-up and assess the need for reinforcement during visits on all home oxygen and/or home ventilator equipment which the Veteran and/or caregiver will use. Education information, to include travel literature, is to be presented by demonstration and verbally on equipment, supplies, and services, in the preference of learning style based on Veteran and/or caregiver need. Material covered shall be in written form to be left with the patient /caregiver. The written material shall be in English as well as the foreign language of the patient, should the patient not speak English. The Contractor, as directed by COR or designee, will implement any new or revised education material at no additional cost to the

Government. The COR will determine whether the contractor shall use their forms or forms supplied by the VA for documentation of education services provided to patients.

1) Patient or caregiver operational education shall be performed on the proper utilization for all issuedequipment to include the following:
   a. An explanation of services and equipment being provided.
   b. Procedures to follow in an event of an emergency.
   c. Basic health practices and safety.
   d. Infection prevention and control.
   e. Basic home safety.
   f. Safe and effective use of medical equipment or supplies.
   g. Potential hazards and safety considerations related to the equipment.
   h. Storage, handling, and access to medical gases.
   i. Proper equipment usage.
   j. Equipment maintenance, function, and operation system.
   k. Equipment power source: electric, battery, compressor air, oxygen, and UL approved.
   l. To provide notification to local power company of need for priority re-connection of power.
   m. Proper utilization of oxygen with the prescribed ventilator.
   n. Troubleshooting the equipment and system alarms.
   o. Equipment and equipment settings that have been prescribed.
   p. Emergency Procedures and how to respond to:

   a. Power failure
   b. Equipment failure

   q. Infection control and patient supply storage:

   a. Cleaning or replacement of the oxygen tubing, and humidifier.
   b. Cleaning or replacement of the resuscitation bag and supplies.
   c. Cleaning or replacement of all equipment and accessories.

   r. Provide continuing education in equipment operational use as needed or directed by a licensed and privileged Department of Veteran Affairs Clinician.

   s. All education material provided by the Contractor shall be initially reviewed and approved by the VA. Any changes to educational materials shall need to be reapprovedprior to providing the documentation to patients.

   t. The contractor shall provide a signed document to the ordering facility COR verifying the following:

   a. Patient has a safe home environment in accordance with JC standards.

b. Patient received proper education and instructions.
c. Return demonstration has been accomplished with patient and caregiver on the proper use of the home oxygen equipment and other home medical equipment provided through the contract, upon initial set up.

2) Contractor shall provide educational information on infection control issues related to the equipment and supplies provided by the Contractor. Contractor shall document Veteran and/or caregiver demonstration of understanding of the education provided, to include Veteran and/or caregiver verification. The Contractor shall provide education on how to communicate concerns of patient safety issues that occur before, during, and after home oxygen and/or ventilator equipment/services are received.

3) Contractor shall provide educational and warning information for patients, their families, and caregivers on the hazard of smoking while oxygen is in use. The educational materials must be provided upon initial delivery and every six (6) months (semi-annual) thereafter. Educational materials shall instruct patients, who smoke, to remove the cannula, shut-off the oxygen supply, stand a minimum of twenty-five (25) feet away, and wait for oxygen to dissipate prior to smoking.

4) Incidents where patients are reported as non-compliant with the guidelines set forth in the education and orientation material or whose behavior poses a risk of self-harm or harm to others shall be documented by the contractor and reported to the COR and/or Home Oxygen Coordinator for VA clinical review and/or care plan action, as determined by the prescribing VA provider.

5) Contractor shall provide a copy of the signed education forms to the COR within 24 hours upon request via PKI encrypted email or fax verifying the following:
   a. Patient has a safe home environment in accordance with JC standards
   b. Patient received proper education and instructions
   c. Return demonstration has been accomplished with the patient and caregiver on the properuse of the home oxygen equipment, and other home medical equipment provided through this contract, upon initial set up.

G. All equipment shall contain an adhesive type of label containing the vendor's name and emergency 24-hour toll-free phone number. This label shall be placed on the equipment in an area that is viewable to patients and/or caregivers at all times. Patient shall be given a document listing toll-free phone number for routine resupply of oxygen cylinders and supplies.

H. The Contractor shall provide and post on all entrances into the residence, a sign stating "Warning Oxygen in Use, No Smoking" or other verbiage that No Smoking is allowed due to oxygen being present and document that the Patient/care giver is instructed in the safe use of oxygen and equipment per Occupational Safety and Health Administration (OSHA) and JC regulations. Specified sign shall be no smaller than 4" X 6" along with one (1) backup sign. A sign shall be posed visible and legible from the street.

I. The contractor shall provide initial set-up within four (4) hours of notification for continuous flow oxygen prescriptions and ventilator therapy, or any other therapy as determined by the VA Clinical Staff to be urgent (as opposed to initial set-up for home oxygen only), to include weekends and holidays.

J. The contractor shall provide initial set-up for discharged patients on the same day regardless of what time the order was received.

K. The Contractor shall provide the initial set-up the same day when the prescription is received by 3:00 PM Central Time to include weekends and holidays; this shall also apply to service calls.

L. The Contractor shall be required to provide initial setup within 24 hours when prescription is received after 3:00 PM Central Time to include weekends and holidays; this shall also apply to service calls.

M. The VAMC reserves the right to obtain the supplies and service from another source and to charge the contractor with any excess cost which shall result there from, if the contractor is unable to meet required response time.

N. Setup of Home Oxygen includes setting up and ensuring the appropriate oxygen system is operational, instruction and training of patient, and/or caregiver and home environment safety check. Failure to deliver within the required time shall result in the VA obtaining oxygen from another source. Any costs more than contract pricing for services provided shall be billed to contractor or credited to next invoice at the discretion of the ordering facility (Reference 52.212-4(d) Disputes).

O. If any modifications or preparations need to be made to equipment, these changes shall be coordinated with patient caregiver and made before the Patient arrives home from the hospital. Other items that shall be prepared ahead of time include:

1) Establishing designated Customer Service support phone line for patients to call for in home assistance

2) Posting all emergency numbers by each telephone

3) Marking the circuit breakers and fuses

2.4. ENSURE HOME REQUIREMENTS ARE PRESENT: The Contractor shall perform an assessment of the beneficiary's home and environment in accordancewith JC standards or current VA auditing agency and maintain documentation of assessments in the individual patient file or folder. Home Environment Assessments shall be done upon initial set-up and semi-annually (every six (6) months) thereafter. If the patient does not receive a home environment reassessment or a monthly RT equipment/ home environment visit for patients with a ventilator prescription, the Contractor shall provide documentation (via PKI encrypted email and/or fax) to the COR or designee identifying the reason the Home Environment Assessment was not done. preventive maintenance was not done.

A. The Contractor shall verbally notify the COR or designee during the home environment visit if the Contractor's staff determines that the presence of oxygen in the home presents such a danger that the oxygen must be removed, or in the case of an initial set-up, not placed in the home. All verbal notifications shall be documented in the patient folder and with the monthly billing.

B. The Contractor shall verbally notify the COR or designee of any unsafe conditions observed in the VA beneficiary's home that precludes the installation or continuance of oxygen service. Unsafe conditions may include, but are not limited to, fire safety hazards, oxygen safety hazards, patient abuse by family or caregivers, or any instance that places the patient or Contractor's staff in immediate danger. The Contractor shall furnish verbal and written documentation of the safetyhazard of the incident. Notifications, including verbal, immediate, and documented incidents shall be documented in the patient's folder and submitted with monthly billing.

C. The Contractor shall ensure the electrical outlets being used for oxygen or ventilator purposes, in the patient's home are adequate and meet the requirements of the contractor's equipment standards and immediately report unsafe conditions to the COR or designee. VA shall not be responsible or liable for any unsafe electrical conditions or required alterations to the Veteran's residence.

D. The Contractor shall notify the COR or designee and/or the prescribing VA clinician by telephone, at the time of set-up, if any alterations to the patient's home is necessary to accommodate the equipment, including electrical work. If ordered equipment cannot be safely installed, the COR or designee may provide an alternative oxygen delivery system, after approval, until new prescription can be obtained. If no alternative is available, Contractor shall contact the COR or Home Oxygen Coordinator/designee within two (2) hours of determination. Contractor is

not responsible for any required alterations to the patient's/caregiver's residence. Any alterations to the Veteran's residence shall be the responsibility of the veteran.

E. The Contractor shall check for the presence or absence of a working smoke detector and the presenceof functional fire extinguisher with a full gauge. The Contractor shall document equipment presence/absence in the patient's file and incident report.

F. Expectations of Compliance:

1) Inquire about the presence or absence of a functional smoke detector and fire extinguisher when oxygen is delivered, as well as with subsequent encounters.

a. When smoke detectors, fire extinguishers are present:

i. Ask the patient during each service check visit if they have tested their smoke detectorsand checked the condition (charge level) of their fire extinguishers in the last 30 days.
ii. Check all home oxygen/ home ventilator equipment, provided under this contract to home oxygen patients, on each service visit to ensure its fire safety. Document in the home care record that this check has occurred.

b. When smoke detectors, fire extinguishers are not present:

i. Contractor shall provide fire safety education, to include information about Veterans seeking a smoke detector from a local source (e.g.…, fire department)

c. In homes where there is evidence of smoking or there is a potential for open flames, such as heating devices, cooking surfaces, or fireplaces, the contractor shall verify the following:

i. That 'no smoking' signage is properly posted.
ii. Patient and/or caregiver understand and confirm understanding verbalizing the dangers ofsmoking and open flames.
iii. Patient and/or caregiver shall avoid smoking or the presence flames anywhere nearoxygen.
iv. COR or designee has been notified if patient/caregiver persists in using open flame devices in the vicinity of oxygen home care record the occurrence of items listed above.

2.5 EMERGENCY SERVICES/EMERGENCY MANAGEMENT PROTOCOL:
Emergency services are for medical equipment provided to patients when an equipment malfunction, low/zero balance of oxygen back up, national health crisis or natural disaster may threaten a patient's health.

A. The Contractor shall provide to the Contracting Officer, and COR a written Emergency Management Plan at time of proposal, within ten (10) business days of contract award, and upon Contractor update or upon request via email or fax, that is in compliance with JC and VA standards. This emergency management plan shall include protocols to ensure refill of low oxygen supply and back-up tanks are filled and ready for use, to meet minimum oxygen supply requirements, and address the following, including but not limited to:

1) Contractor shall activate their Emergency Preparedness Plan (EPP), when a natural disaster (i.e., hurricane, tornado, fire, flooding, etc.) is projected/imminent. Activation of the EPP shall be no later than 24 hours from Contractor notification received from the VA. Contractor shall use best judgement, for the safety of the patients, if EPP should be activated prior to notification from VA. Contractor shall notify facility CORs immediately upon EPP activations, via email or fax.

2) Contractor shall contact one hundred percent (100%) of Veteran's unless otherwise notified by VA.

   a. First Priority contacts: Contractor shall contact all ventilator, concentrator, continuous flow/high oxygen flow, and impacted area patients within twenty-four (24) hours of EPP.

   b. Second Priority contacts: Contractor shall contact all other home oxygen patients within forty-eight (48) hours of EPP activation.

3) Continuity of services for all patients covered by this contract, to include procedures and emergency messaging for 100% contact (i.e., message broadcasting using voice with optional text, or voice and text) of patients in the affected Medical Center's geographical area. Contractor messaging/ broadcasting system shall contain ability for patient to select a numbered option or means to indicate receipt of EPP messaging/ notification, messaging of the type of emergency, and a Contractor contact number/method if services are needed. Patient contact shall begin within 24 hours of notification and results shall be completed within 48 hours of activation of the EPP. Vendor shall begin post-event patient contacts within 24 hours of the end of the emergency/disaster event and shall complete the contacts within 48 hours thereafter.

4) Contractor shall contact the local COR upon completion of the EPP patient contacts via email and/or fax."

5) Contractor shall submit to the COR and/or Home Oxygen

Coordinator a report of completion of 100% EPP patient contacts, to include patient Last Initial, Last 4 of SS, "contacted" (indicates: patient receipt of notification) and "not contacted" (indicates: no response of patient to notification). Contractor shall submit report within 48 hours of the EPP activation/ termination (upon contact completion), and within 24 hours upon request by the COR, via email PKI encryption and/or fax for clinical follow-up, if deemed necessary.

6) Contractor shall execute calls using the telephone number for the local contract provider so the veteran will know who is calling should they have caller ID.

7) Contractor shall ensure customer service numbers (Contractor Toll-Numbers) are effectively managed during a disaster, should contractor staff be unable to travel to the servicing location/office due to damage and/or road closures.

8) Contractor shall ensure times zones for calling, are adjusted to the patient's time zone being called, allowing for the best opportunity to successfully reach the veteran on the phone.

B. The Contractor shall provide emergency maintenance assistance twenty-four (24) hours, seven (7) days a week. A document listing the emergency telephone number shall be provided to the patient at the time of setup. Contractor shall communicate any changes, to their emergency points of contact or their contact information, to the COR within three (3) business days.

C. The patient shall first call the Contractor in an emergency equipment situation. The Contractor shall have a well-established communication system, providing 24-hour emergency services and the ability to provide services at the patient's home (or present location) within two (2) hours of a call, but in no case to exceed six (6) hours of a call.

D. The Contractor shall ensure all patients are provided a backup (non-electrical) oxygen supply that shall last a minimum of three times the Contractor's maximum response time for all Primary Oxygen systems, or a supply no less than eighteen (18) hours, whichever is the greater supply. The minimum supply shall consider each patient's prescription flow rate, frequency, duration, and distance from the Contractor's location. Actual supply levels may differ from patient to patient, as long as, each patient has the "greater" oxygen supply as previously defined. The cost of backup systems, backup oxygen, and backup equipment shall be borne by the Contractor. If "H or M" size oxygen cylinder is used for backup, the Contractor shall furnish an "H or M" size oxygen cylinder stand for each "H or M" size oxygen cylinder. Liquid oxygen supply shall be considered backup oxygen; however, the oxygen supply shall be regularly checked and maintained at the minimum three (3) times the maximum response time or a supply no less than eighteen (18) hours, whichever is the greater supply.

E. The Contractor shall notify the COR or designee, within four (4) hours, in the event of disaster, natural or otherwise, that may/will affect the services covered under this contract. The Contractor shall provide patients with written instructions about what to do in case of a natural disaster, severe weather event, other emergency, or crisis.

F. Emergency calls made to the Contractor shall be considered life threatening with an immediate response to the site of the veteran beneficiary's domicile, no matter the distance from the Contractor's place of business. An emergency exists if the COR informs the Contractor that he/she considers the situation an emergency, or if the VA beneficiary states in a telephone call tothe Contractor that an emergency exists regarding the function or use of the respiratory related equipment or use of the equipment.

G. The backup system for ventilator patients shall consist of two (2) ventilators on hand. Contractor shall have a Clinician (RT) available to provideafter-hours education and equipment management for patients with a bypassed upper airway orreceiving ventilator therapy.

H. If the Contractor is unable to respond to an emergency service call within six (6) hours,the Contractor shall be responsible for making arrangements with another supplier, who meets all JC standards, to provide oxygen at the Contractor's expense. A written explanation (via PKI encrypted email and/or fax) of why the Contractor was unable to respond to the emergency shall be provided to the COR or designee within two (2) business days. If the Contractor is unable to meet the above requirement for another supplier arrangement for emergencies, the Government has the right to obtain the services from another source and to charge the Contractorany costs incurred over and above the contract price. A mandatory written justification detailingwhy emergency service was not available and the Contractor was not able to make arrangements with another supplier shall be provided by the Contractor to the facility CORand the Contracting Officer within twelve (12) hours from the original time the Contractor was called to provide the service.

2.6 PREVENTATIVE MAINTENANCE: The Contractor shall perform equipment routine maintenance semi-annually (every six (6) months) for all oxygen patients, and per manufacture's guidelines, with documentation of these checks on file. The Contractor shall provide all documentation to the COR or designee with signatures and dates on the contractinception date and monthly thereafter. If the patient does not receive equipment preventive maintenance services, the Contractor shall provide documentation (via PKI encrypted email and/or fax) to the COR or designee identifying the reason preventive maintenance was not done.

A. **CONCENTRATORS:** The Contractor shall provide service and preventive maintenance (PM) on all equipment (contractor-furnished equipment and government-owned equipment) as recommended by the manufacturer. The Contractor shall track and document maintenance of equipment in accordance with manufacturer specifications and provide these records to the COR for review upon request. Preventive maintenance shall only be performed by a manufacturer trained service technician that has received the appropriate/approved training. The Contractor shall conduct a check of the concentrator using a manufacturer certified oxygen analyzer that is calibrated according to the manufacturer standards. The Contractor shall change compressor inlet pre-filters and compressor inlet bacteria filters according to the manufacturer recommendations. The Contractor shall test the alarm battery at each maintenance check; the Contractor shall change the alarm battery as indicated, but at least annually. The Contractor shall ensure that every concentrator has a label or pouch that indicates the most recent service date, service hours and technician's name. Contractor shall furnish parts and labor for routine maintenance.

B. **VENTILATORS:** The Contractor shall provide service and preventive maintenance (PM) on contractor-furnished ventilators as recommended by the manufacturer. The Contractor shall track government-owned ventilators for preventive maintenance (PM) in accordance with manufacturers specifications. If a ventilator needs maintenance, either scheduled or unscheduled, the contractor will pick up the ventilator from the patient's home and replace with another ventilator. VA owned ventilators, in need of manufacturer's recommended PM and/or repairs, shall be shipped to the manufacturer by the Contractor. The Contractor shall notify the COR of necessary repairs and the cost. VA is responsible for costs of maintenance and repairs of VA-owned ventilators.

2.7 MANUALS: The Contractor shall provide the Operation and Service manual to the Patient and/or caregiver upon delivering any equipment. The manual shall contain information on operation, maintenance, and troubleshooting for clinicians, users, caregivers and service technicians. Contractor shall provide, to the Government, one (1) copy of the Operation and Service manual for each type of equipment upon request following award regarding this contract.

2.8 STORAGE CHARGES: The Contractor shall, upon request by the COR/ Home Oxygen Coordinator or designee, stock portable set-ups at the VA Medical Center to send home with the patient.

A. Contract shall provide an quantity estimated supply of aluminum/composite compressed O2 tanks/cylinders with regulator, an E-

tank stand, and tubing to each participating VA Health Care System listed in the Schedule, and/or their respective Community-Based Outpatient Clinics (CBOC's), as directed by the facility COR. Quantities, sizes of tanks, and frequency of restock, will vary from site-to-site, and throughout the contract period, and shall be agreed upon by the Contractor and facility COR.

B. The Contractor shall ensure that the reserve supply accommodates home oxygen patients who are either being discharged from the hospital or visiting (i.e., appointments, etc.) and require a re-supply of oxygen to reach their residence. The stocking of set-up supply, at the Medical Center, does not replace the Contractors' responsibility of providing initial setup and equipment operational education at the Veteran's residence.

C. The Contractor shall maintain adequate inventory levels at the Medical Center, as determined by the facility COR. Contractor shall provide the reserve supply to the VA at no additional cost to the Government.

2.9 HIGH RISK PATIENTS: High-risk patients are patients who exhibit unsafe behavioral traits involving oxygen and smoking, such as, attempting to hide their smoking materials or activities from staff, having a historyof non-compliance with smoking rules; or smoking in a patient's bedroom or other areas designated as non-smoking areas. VA Home Oxygen Coordinator shall notify the Contractor via encrypted email and/or fax of all high-risk Patients.

Contractor notification to each local COR or designee shall consist of Contractor's written report/form and shall contain at a minimum Veteran's name and last four (4) numbers of their social security number, shall clearly document observations, and any precautionary information provided to the patient.

2.10 PATIENT TRAVEL: Travel is defined as those occurrences, in which, the beneficiary stays away from their domicile overnight.

A. Contractor shall provide to patient and/or caregiver, at the time of initial set-up, information/literature on how to request travel services.

B. The Contractor shall be responsible for arranging and coordinating all home oxygen and home ventilator services for Veterans who travel both within and outside their respective contracted jurisdiction. The Contractor shall instruct the patient to notify the Contractor and the VA resident facility Home Oxygen Coordinator or designee at least two (2) weeks before intent to travel, and four (4) weeks, if the patient is permanently relocating. The VA facility(ies) will be responsible for approving all travel, notifying the contractor of the travel dates, and what equipment are approved. The VA facility will provide approval to Contractor **no later than five (5) calendar days before travel date** for non-emergency travel. The Contractor shall not initiate delivery of any equipment or transfer of services prior to receipt of VA travel authorization. Arrangements and

coordination of oxygen for Veterans in a travel status shall be provided at no additional cost to the VA.

C. The Contractor shall provide patients traveling within the areas covered by this contract, all home oxygen and/or home ventilator services, hereunder, at the contract rate utilizing Contractor furnished equipment only. The Contractor shall contact Veteran to coordinate travel within 48 hours of receipt of VA facility Travel Oxygen Approval form and/or VA prescription. Additional costs incurred as a result of home oxygen support for Veteran travel, temporary relocation or to support infrequent instances of home oxygen supply shall be considered extra contractual and shall be individually discussed with the CO/COR for potential contract modification. Coordination of oxygen needed for air transportation, and associated costs, is not included in the services provided under this contract and is the responsibility of the Veteran.

D. **Temporary Relocation (to include outside of contract service area):**

1) The Contractor shall arrange for home oxygen and/or home ventilator services, in accordance with VA prescription, at the same contract rate (billed to the patient's resident VAMC), for Veterans traveling outside the areas covered by the respective VA medical facility and/or temporarily relocating, if the Contractor has a subsidiary office located near or at the temporary destination.

2) If no subsidiary office is located near or at the temporary destination, it shall be the responsibility of the Contractor to locate an oxygen provider/source at the Veteran's travel destination, make the appropriate arrangements and invoice the VA. The VA shall pay the contractor awarded the contract and will have no interaction with the oxygen provider at the travel destination.

3) All maintenance requirements, as described in this Performance Work Statement, are applicable. All set- up and maintenance forms shall be sent to the facility COR.

E. **Permanent Relocation (outside of contract service area):** When the Veteran is permanently relocating to any area not covered under this contract, the Contractor shall:

1) Instruct the patient that they are responsible for notifying the current resident facility four (4) weeks prior to the permanent relocation.

2) Provide the Veteran with Oxygen/Ventilator Supplies until the Veteran has setup service in the new location or up to a 90-day supply, whichever occurs first.

3) The contractor is responsible for providing oxygen equipment and supplies until such time as the destination VAMC enrolls the patient into the Pulmonary/Home Oxygen Clinic and the destination facility (or contracted vendor) provides their equipment unless other arrangements/agreements have been made between the two VAMCs. The

destination VAMC must enroll the Veteran as soon as reasonably possible (e.g., < 30 days in accordance with VA Clinics "Waits and Delays" measure).

4) Upon arrival at the destination VAMC, any equipment that came with the patient and that is owned by the resident facility or contractor shall be returned. Any cost incurred in the shipping/handling is the responsibility of the resident VAMC.

F. **Emergency Travel:** Emergency travel is defined as travel requested, for a family emergency (an unexpected occurrence that affects the health or safety of a family member), and with 48 hours or less notice. The Contractor shall accommodate the short notice request and shall arrange for home oxygen for Veterans requiring emergency travel.

1) During normal business hours, the Contractor shall contact Veteran to coordinate travel within one (1) hour of receipt of VA facility Travel Oxygen Approval form and/or VA prescription. The Contractor shall notify VA facility(ies) within 2 (two) hours, but not to exceed four (4) hours, of notification from Veteran(s). VA facility(ies) will respond to the contractor within two (2), not to exceed, four (4) hours.

2) In event of after-hours emergency travel request, Veteran shall contact Contractor directly to coordinate travel. The following business day, the Contractor shall coordinate with the Prosthetics and Sensory Aids Service (P&SAS) and/or Respiratory Therapy Services at the local VA facility.

G. **Leisure Travel Limits:** Leisure travel is not considered an emergent/emergency travel. Patients receiving home oxygen and/or home ventilator services under this contract are authorized a maximum of thirty (30) days of leisure travel, with a maximum of two (2) set-up charges within a one (1) year period. Veteran, medically related travel, is excluded from the leisure travel maximum limit. Contractor shall not provide home oxygen or home ventilator services for leisure travel that exceed the maximum limits unless authorized to do so, in writing, by the local COR. If additional travel is authorized, the Contractor shall bill the Government at the then current contract rates shown in the Price Schedule, for home oxygen or home ventilator services that exceed the maximum limits. The Contractor shall monitor leisure travel usage, and notify COR, when limits are approached (upon second request for travel) and when they are exceeded by COR authorization. Contractor shall inform patient and/or caregiver of the maximum limits and VA authorization requirements, and that any other costs shall be the patient's responsibility.

H. **Authorized Veteran Travel Areas:** The Contractor shall be responsible for arranging and coordinating all U.S. States and U.S. territories. Travel outside of the United States, is not covered under this contract.

2.11 DELIVERY SCHEDULE: The Contractor shall develop a consistent delivery schedule for service, equipment, and supplies witheach patient following receipt of the facility order. The Contractor shall ensure deliveries are made on a regular basis with sufficient frequency to ensure the patient maintains a safe reserve of oxygen in case of emergency. Contractor shall ensure specific appointment times include both a date and an estimated time of arrival, with a one (1) hour target allowance, prior to and after the scheduled time but shall not exceed a four (4) hour period through no fault of the Contractor. If the Contractor cannot meet the one (1) hour target allowance, the Contractor shall contact the COR or designee prior to the four (4) hour period. Contractor shall ensure appointment date and time is updated in the patient's electronic file prior to the appointment date.

2.12 SERVICE CALL: The Contractor shall respond to service calls (i.e., return call); to include, within two (2) hours to troubleshoot the cause, and shall resolve the service call within six (6) hours of request from the COR or designee (dependent on patient's availability), to include after normal business hours, weekends, and holidays, and patient request for return call generated by the contractor's automated return call response system. The Contractor shall also provide 24-hour emergency services and shall provide services at the patient's place of residence within six (6) hours of a call.

2.13 CONTRACTOR MONTHLY AND SEMI-ANNUAL VISITS: The Contractor's schedule for visits to beneficiaries' residences in performance of this contract shall be by appointment. Typical scheduled hours are between 8:00 AM and 6:00 PM Monday through Friday CT.

A. The Contractor shall provide services in support of this contract five (5) days per week; exceptions shall be made in the cases of emergencies.

B. The Contractor shall be responsible for scheduling the follow-up appointments to the patient's home at least seventy-two (72) hours prior to the appointment. On each scheduled setup/delivery the Contractor shall train the patient on the use and care of the equipment and supplies.

C. Contractor shall ensure specific appointment times include both a date and an estimated time of arrival, with a one (1) hour target allowance, prior to and after the scheduled time but shall not exceed a four (4) hour period through no fault of the Contractor. If the Contractor cannot meet the one (1) hour target allowance, the Contractor shall contact the COR or designee prior to the four (4) hour period.

D. Contractor shall ensure appointment date and time is updated in the patient's electronic file prior to the appointment date.

E. Contractor shall make a minimum of three (3) documented attempts, within a seventy-two (72) hour period, to contact the patient to schedule a visit. Multiple

attempts may be made in a single day; however, only (1) attempt per day shall be counted towards the seventy-two (72) hour requirement. Contractor shall notify the local Home Oxygen Coordinator of inability to schedule visit after seventy-two (72) hours to receive instruction.

2.14 EXCESS DELIVERY: The VA shall not authorize payment on the delivery of excess supplies or equipment; excess deliveries are those provided without prior authorization by the COR. Any exceptions will be determined on a case-by-case basis by the COR.

2.15 DISCONTINUATION OF SERVICE:

A. The COR or designee will notify the Contractor of VA initiated discontinuance of service to any patient covered under this contract. Notification shall be by telephone, fax, or encrypted email. The final invoice shall be proratedfrom the date of notification. Final services shall be billed with the next scheduled invoice.

B. Upon termination of oxygen service to the beneficiary, the Contractor shall pickup all oxygen equipment and supplies no later than two (2) business days after receipt of notification from theVA, unless otherwise approved by the VA authorized Representative. The date and time of equipment pickup shall be coordinated with the patient or next of kin and shall be accurately documented. **SPECIAL NOTE:** The Contractor shall make every effort to meet the patient's or patient's families' requests for pickup times. The Contractor shall honor patient's or family's requests to pick up equipment before or after funerals or family gatherings relative to patients' funeral. The Contractor shall treat such requests with the utmost courtesy and give such requests the highest priority and shall notify the COR of such request within the two (2) business day timeframe.

C. Upon the death of a beneficiary the VA shall notify the Contractor via telephone and/or consult.Arrangement shall be made within two (2) business days to pick up all supplies and equipment. Additional billing shall not be honored after the patients date of death.

D. In the event the Contractor gains knowledge of the patient's death, or change in requirement status, prior to the servicing VA, the Contractor shall immediately notify the VA of the patient'sdeath and the date the Contractor was made aware of the death. Billing shall cease effective thedate of the patient's death. The final invoice shall reflect service discontinuation as the date of death.

E. The Contractor shall notify the COR within the next business day upon finding a patient has moved out of the service area.

2.16 PATIENT RIGHTS AND RESPONSIBILITIES: The Contractor shall provide a copy of VA approved Patient Rights & Responsibilities and anyapplicable information concerning advance directives during initial setup to all patients.

2.17 REPORTS: The Contractor shall report 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 of time, and any other incident meeting the Contractors written policy for incident reporting according to Joint Commission accreditation standards. All reports, containing confidential Patient information, shall be provided to the COR via encrypted email using a standard encryption scheme, such as PKI and fax within 24 hours. Life threatening situations (i.e., 911, police, and any other emergency) shall be reported to the proper authorities immediately. The Contractor shall maintain a file containing all incident reports at its place of business.

A. Daily Report: Contractor shall provide to each individual station a daily faxed report which shall be received no later than (NLT) 1:00 PM Central Time each workday.

1) Daily report shall identify each request issued by VA to the Contractor the day before. Data shall include, at a minimum, date and time request fax were received (including time zone if different from sending station), patient first and last name, last 4 of patient social security number, vendor patient identification number, if any, and type of request (initial setup, renewal, travel, etc.).

2) The Daily Report will be consolidated into a Weekly report to show all initial setup requests and the date and time setup was completed. Contractor shall provide weekly report to the VA NLT 1:00 PM Central Time the Monday of the following week to the COR or designee of each facility via PKI encrypted email or fax.

B. Preventative Maintenance (PM) Report: Contractor shall provide a report on compliance with the semi-annual (every six (6) months) preventive maintenance requirement for all Home Oxygen Patients with concentrators and Patients with prescriptions for Ventilators. Report shall include all veterans serviced under the contract. Data shall include date of last home visit performed, due date of next preventive maintenance visit, date visit was completed. Report shall be compiled monthly and provided NLT the fifteenth (15th) of each month to the COR or designee of each facility via PKI encrypted email or fax.

C. Technician & RT Home Environment Report: Contractor shall provide a report on compliance with semi-annual (every six (6) months) and monthly home environment visit requirement for all home oxygen patients, and patients with prescription for Ventilators, respectively. Report shall include all veterans serviced under the contract. Data shall include date of last home environment visit performed, due date of next home environment visit, date visit was completed. If home environment visit is not conducted, the reason and remedy must be indicated

in the report. Report shall be compiled monthly and provided NLT the 15th of each month to the COR or designee of each facility via PKI encrypted email or fax.

D. Travel Report: Contractor shall provide a report on patient travel arranged each month. Data shall include patient name, last 4 of SSN, date facility requested travel, travel dates, and dates veteran received travel equipment. Report shall be compiled monthly and provided NLT the fifteenth (15th) of the month to the COR or designee of each facility via PKI encrypted email or fax.

E. Incident Report: Reporting special incidents found or occurring during a home visit, to include:

1) 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 of time, and any other incident meeting the Contractors written policy for incident reporting according to accreditation standards.

2) Patients who are found to smoke, acknowledge that they smoke, or a family member reports they smoke, at the time of initial set up, or at any subsequent home visit by the Contractor's employees, will be considered high risk patients and VA is to be notified within 24 hours of such information being identified. Contractor shall send notification via PKI encrypted email to facility COR.

F. Customer Satisfaction Report: The Contractor shall collect satisfaction data from patients and their families/Caregivers on a quarterly basis, in accordance with JC standards or current VA auditing agency. A copy of survey results shall be submitted to each station's COR or designee in quarterly reports with an aggregate summary report to the VISN Prosthetics Rep or designee via VA approved PKI encrypted email. Contractor shall offer, during the quarter, the survey opportunity to 100% of patients with report reflecting number of patients participated.

G. Infection Control/Communicable Diseases Report: The Contractor shall collect, trend, and report on data related to the Contractors ongoing Infection Control Program to the COR or designee, on a quarterly basis for each contract performance period.

H. Performance Improvement Report: The Contractor shall collect data on important processes and outcomes related to patient care and organizational functions on a semi-annual basis.

I. Dispatch Plan: The Contractor shall provide a detailed plan which adequately addresses the Contractor's approach to efficiently meet requirements of the SOW.

The Plan shall be provided to the CO and COR within ten (10) business days of contract award and an updated copy to the CO and COR when changes occur.

J. Emergency Patient Safety Reports: The Contractor shall provide the following emergency patient safety reports, within five (5) business days of the action, throughout the contract period.

1) **Sentinel Events**: The Contractor is required to inform the COR or designated person within four (4) hours of a sentinel event (as defined by JC) that occurs during the performance of this contract that involves VA beneficiaries.

2) **Refusal of service**: All beneficiaries have the right to refuse service. In the event a beneficiary refuses service or orders the 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 or designee by telephone within one (1) hour (follow up via PKI encrypted email and/or fax, within twenty-four (24) hours). The Contractor shall obtain signed Against Medical Advice (AMA) form from veteran and notify COR/designee within twenty-four (24) hours.

3) **Suspected incident**: 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 four (4) hours) to the COR or designee, 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.

K. **Contract Usage Report**: The Contractor shall provide a monthly report via email detailing contract usage by each VISN 16 Medical Center. Contractor shall provide to each VISN 16 Medical Center's COR or designee, their respective facility's electronic report NLT the 15th of each month. The electronic report shall include the total number of unique units per LIN, and total dollars invoiced by LIN. Additionally, a composite report of each facility's usage, to include the total number of unique Patients, the total number of units used by LIN, the total dollars invoiced by LIN is required.

2.18 INFECTION CONTROL/COMMUNICABLE DISEASES REQUIREMENTS:

Contractor personnel shall take the following precautions to prevent exposure to blood-borne diseases: Gloves shall be worn when handling items soiled with blood or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment shall be separated from clean equipment. The contractor's warehouse shall have clean demarcation between contaminated and clean storage areas. If contaminated and clean items are transported in the same vehicle, the vehicle shall have clearly demarcated areas for contaminated and clean

items. The contractor's procedure for handling the pick-up of contaminated equipment shall meet JC and VA Standards. Additionally:

A. Contractor shall have a QC plan for prevention and control of infection. The plan shall meetcurrent JC standards or current VA auditing agency standards. Quarterly reports shall be provided to the CORs (see section 2.19).

B. Contractor shall provide a list of names to the COR or designee of all veteran patients exposed tocommunicable diseases by contracted staff during an identified incubation period. The type of exposure shall also be identified.

C. The COR or designee shall consult with VA infection control staff regarding the need to contactexposed patients and/or complete any needed medical follow-up.

D. **Communicable Diseases Precautions**. In the event a national health emergency (e.g., COVID-19/Variant, contagion outbreak, etc.) declared by the Center for Disease Control (CDC), Contractor shall abide by all CDC guidelines regarding social distancing, cleaning of equipment and materials, personal protection equipment, and all related requirements. The Contractor shall have documented protocols to ensure continued services, deliveries, and visits during a national health emergency.

   CDC website: https://www.cdc.gov/outbreaks/index.html

E. The Contractor shall report non-compliant reported or observed behavior with fire safety guidelines set forth in the patient education and re-assessment material and/or behaviors whichpose a risk of self-harm or harm to others. Such behavior shall be reported to the COR or theirdesignee during the home visit if the Contractor's staff determines the patient's non-compliant behavior, within the home environment, is not improving after education on the fire hazard of smoking when oxygen treatment is provided. Noncompliant behavior and any re-education and/or Home Oxygen Coordinator notifications shall be documented in the patient's contract file.

2.19 QUALITTY CONTROL (OC): The Contractor shall develop a QC plan to ensure compliance with all applicable/current guidelines put forth by JC standards or current VA auditing agency and this SOW. The Contractor shall also develop and maintain an organization-wide planning structure and processes that focus on safety and quality to ensure servicesare performed in accordance with this SOW. The QC plan shall address at a minimum:

A. Patient satisfaction data.

B. Initial Patient Set-Ups within 24 hours from notification.

C. Documentation of Patient Set-ups.

D. Emergency Services within two (2) hours, not to exceed six (6) hours of notification.

E. Semi-annual JC or current VA auditing agency compliance self-assessment reports

F. Incident reports within 24 hours.

G. Quarterly Customer satisfaction reports.

H. Quarterly infection control reports.

I. Semi-annual performance improvement reports.

J. Preventative maintenance on equipment.

K. Preventative maintenance reports monthly.

L. Semi-Annual Home Environment reassessment after initial set-up/equipment installation and submit reports.

M. Monthly Respiratory Therapist visits (Ventilator Services only)

N. Disaster Preparedness Plan.

O. Plan for prevention and control of infection

3. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform workunder this contract. All electrically powered equipment used in performance of this contract shall be Underwriters Laboratories (UL) Approved Equipment and in compliance with regulatory standards. The Contractor shall be responsible for scheduling appointments with patients to initiate set ups and deliveries. Deliveries of equipment shall not be left unattended at the patient's home; physical acceptance of deliveries must take place between the Contractor and either the patient or caregiver. If the patient fails to meet two (2) consecutive appointments, the Contractor shall notify (via PKI encrypted email and/or fax) the local Home Oxygen Coordinator, or COR/Representative within 24 hours of the second missed appointment. The local Home Oxygen Coordinator, or COR shall notify (via PKI encrypted email and/or fax) the Contractor of any changes. If the Contractor has not documented valid attempts to contact the patient for setups and or deliveries, the Government reserves the right to call in a third party and bill the Contractor. The Contractor shall not be paid for services during the billing period if services are not rendered.

3.1 MATERIALS: The Contractor shall provide the Operation and Service manual to the patient and/or caregiver upon delivering any equipment. The manual shall contain information on operation, maintenance, and troubleshooting for clinicians, users, caregivers, and service technicians. Contractor shall provide to the Government, one (1) copy of the Operation and Service manual for each type of equipment with any proposals regarding this contract.

3.2 **SUPPLIES:** The Contractor shall be staffed and have sufficient supplies to render satisfactory and courteous service at all times to the patient as listed below. The Contractor shall be responsible for the acts and omissions of their employees. In accordance with the order/consult received fromthe Government, the Contractor shall provide the patient with the following disposable supplies:

A. Oxygen cannula (including low flow, high flow, TLC or like cannulas with soft earpieces, and special cannulas as requested by VA clinician and demand flow cannulas) colored (light and dark availability) extension tubing. The Contractor shall provide, the patient or caregiver with enough supplies to change, at a minimum of every two (2) weeks, with a supply in reserve at all times until the Contractor's next scheduled visit.

B. Beneficiaries or local Home Oxygen Coordinator and/or COR may telephonically request supplies to be replenished, in accordance with VA prescription on file. The Contractor shall have stocked supplies available for issuing or mailing and shall bear the cost for all postage including overnight requirements. Replacement supplies shall be shipped by the end of the following business day after the initial order was placed

C. Various interfaces and connectors, swivel adapter, oxygen bleed in adapter, enhance oxygen delivery, washers, wrenches, oxygen nipple adaptors (Christmas trees), provided as needed.

D. All mask types (when prescribed) for change, every two (2) weeks, with a 30-day supply of supplies, in reserve at all times, until the Contractor's next scheduled visit.

E. Twenty-five (25) to fifty (50) feet of light or dark oxygen connecting tubing shall be replaced every six (6) months with an equivalent section of tubing in reserve at all times (to be included in the initial set-up) until Contractor's next scheduled visit. Contractor shall, at set-up and supply exchange, coordinate with the patient the appropriate length of tubing needed to ensure safe and effective use by the patient. The tubing should be light or dark, depending on Veteran's preference, to assist with clear visibility of the tubing.

F. Trachea collar or t-piece adapter and accessories (i.e., tubing, large volume nebulizer, drainage bag, oxygen bleed-in adapter when needed, and any other supplies/equipment that is needed to carry out clinician orders) with a supply on-hand, allowing for change of supplies every three (3) days with a supply, in reserve at all times, until the Contractors next scheduled visit.

G. Humidifiers (disposable) and water traps as ordered by a VA clinician. The number of humidifiers shall be sufficient to ensure that they are not depleted between re-supply visits.The number of traps shall be based on the manufacturer's recommended change rate.

H. Safety holder(s), storage rack(s), and/or an e-cylinder cart shall be provided for all veteranswith a prescription for tanks (cylinders) and for use with the back-up system.

I. NO SMOKING OXYGEN IN USE signage for all entrances and one (1) backup. Visible and legible from the street.

J. FIRESAFE™ Cannula from LifeGas (thermal fuses): *FIRESAFE™ Cannula, valved fireproof cannula device, that controls the severity of fires associated with oxygen therapy.*

3.3 EQUIPMENT: The Contractor shall provide the following equipment to meet the requirements per the SOW. The following equipment is considered stationary, and each unit shall have an attached sticker with a correct vendor name and emergency telephone number. The Contractor shall comply with all applicable Federal & State laws/regulations in support of the contracted requirements. The Contractor shall install and service all equipment and supplies ordered under this contract. All disposable supplies shall be new and unused. A label with the Contractor's name and emergency telephone number, where they can be reached 24 hours/day, shall be affixedto all equipment.

A. **Oxygen Concentrators:** The oxygen concentrators shall be Underwriter Laboratory (UL)approved and shall at a minimum meet the following specifications:

1) Audible Alarms (battery-operated) for the following failures required: Power Failure, 02 Concentration, and Irregular Pressure and Loss of Flow.
    a. The oxygen concentrator shall not perform below the manufacturer's specification, at minimum delivers 93±3% or higher concentration of oxygen at flow rates up to 10 litersper minute (LPM).
    b. The oxygen concentrator shall contain an hour meter and oxygen concentration indicator(OCI). Should either of these components fail, the OCI must be removed from service and replaced with a working unit. Failed units cannot be put back into service until repairs have been made and the system successfully tested. Contractor shall maintain records of each unit that fails, the repairs done, and the successful testing of the unit.
    c. Oxygen sensing devices.
    d. The oxygen concentrator shall be grounded internally or plug into a three-prong walloutlet appropriate for the patient's home (outlet adaptors are not acceptable).
    e. Be double insulated and have 3 prong plugs.
    f. Be mounted on wheels for easy movement by patient/caregiver.
    g. Shall meet Food and Drug Administration (FDA) Quality Systems Regulations (QSR)standards.
    h. The portable oxygen concentrators shall be Federal Aviation Administration (FAA)approved.
    i. The portable oxygen concentrator shall be electrically powered operate on 120 Volts Alternating Current (VAC), 60 hertz (Hz).

B. **Types of Stationary Electrical Oxygen Concentrators:**

1) Low-flow Concentrator (≤ 5 liter per minute (LPM)):

2) High-flow Concentrator (> 5 liter per minute (LPM)):
3) Low Decibel Concentrator – 40 decibels or less

C. **Stationary Oxygen Cylinders:** The Contractor shall furnish cylinders in accordance withthe Interstate Commerce Commission Regulations. Contractor shall transport cylinders inaccordance with the Code of Federal Regulations (CFR) Part 49, U.S. Department of Transportation.

1) Types of cylinders "G", "H" and "M".
2) Shall have a safety stand.
3) Regulator flow gauge.
4) Cylinder wrench and consumables.
5) Stationary gas oxygen systems used as backup may only be charged for when backing upVA owned equipment.
6) Pulse dose regulator as prescribed by VA Clinician

D. **Liquid Oxygen Reservoir:** Standard reservoir holds 110 pounds of liquid oxygen. The standard reservoir weighs 65 pounds full.

1) Reservoir shall have condensation collection tray.
2) Shall have quick release valve for easy refilling.
3) Flow meter range of 0 to 15 LPM.
4) Shall have electrical or mechanical content indicators.
5) Be mounted on wheels for easy movement by patient/caregiver.

E. **Combined Stationary and Portable Units:** Home Fill Stations: Concentrator base withcompatibility for oxygen cylinder refill that allow a patient to fill their own high-pressure cylinders from a concentrator. In addition to the requirements for a standard oxygen concentrator:

1) Oxygen Cylinder Refill Stations shall be a minimum of 5 LPM, fill any size cylinderswith capability for continuous or pulse dose.
2) Oxygen provided shall be United States Pharmacopoeia (U.S.P.) oxygen.
3) Have a minimum four (4) compatible Post Valve Cylinders with integrated conserver(various sizes).
4) Gas cylinders have integral flow regulator.
5) Appropriate interlocking fill fitting for custom portable oxygen cylinders.
6) Indicator light when cylinder is full.
7) Audible alarm for compressor failure.
8) Carry bag (backpack, shoulder strap, waist pack) specifically designed for carrying oxygen cylinders, and replaced as needed or wheeled cart for cylinders.
9) Oxygen provided shall be U.S.P. Oxygen.

F. **Portable Oxygen Concentrator (POC)**: A concentrator that can be

powered via AC or DC.It is similar to a stationary concentrator but is smaller and more mobile.

1) Must be Federal Aviation Administration Approved.
2) Shall be available for delivery within four (4) hours of a request.
3) Minimum continuous flow range of 0.5 LPM to 3 LPM.
4) Minimum pulse dose up to a setting of 6.
5) Minimum of 12 hours battery life or sufficient batteries for 12 hours of use based onpatient's highest usage rate in the prescription.
6) Have continuous and pulse doses (40 ml or greater) flow option.

G. **Portable Oxygen Systems:**

1) Oxygen cylinders - The Contractor shall furnish aluminum cylinders that are in accordance with the Interstate Commerce Commission Regulations, and transport cylinders in accordance with Code of Federal Regulations (CFR) Part 49, U.S. Department of Transportation.
2) Types of Cylinders "B", "C", "D", and "E", "M6".
3) Cylinders shall be clean (free of dust, insects, rodent residue, or other soil) when delivered to the patient's residence.
4) Shall have a safety stand for storage, Safety stands are provided at no additional charge tothe Government.
5) Carrying case, shoulder/waist bag, backpack, or cart.
6) Regulator flow gauge.
7) Cylinder wrench and consumables.
8) The Contactor shall have available an unlimited supply of cylinders per month for issuance to patients, upon request, as directed by COR or designee and/or individual VA prescription.

H. **Liquid portable systems:** The Liquid oxygen system consists of large reservoir and portableunit that is filled from a Liquid Oxygen Reservoir.

1) Shall have carrying case (shoulder/waist bag, backpack, or cart) or built-in shoulder strap.
2) Easy to read contents gauge/scale.
3) Shall have flow setting of 1-6 for standard units or 1-15 high flow units.
4) Shall have quick release valve for easy refilling.
5) Shall have electrical or mechanical content indicators.
6) May have a built in Demand Valve Regulator (DVR).

I. **Oxygen Regulators:** Device which regulates gas flow and pressure from a portable oxygensystem.

1) Continuous flow regulator - Flow 0-8 LPM or 0-15 LPM based on prescription.
2) Demand Valve Regulator (DVR): A device that limits the

oxygen flow to inspiration only and thereby increases the duration of the oxygen supply. The Contractor shall only provide a demand valve regulator upon a special request by the VA. Gas DVR devices shall accommodate up to a setting of 6.

a. **Pneumatic powered DVR:** Pneumatic units shall appropriately meet the followingspecifications based on patient needs:
   i. Pulse dose from .25 to 6 or higher.
   ii. Have easy to read content gauge.
   iii. Conservation ratio of 3:1 or higher.
   iv. Have continuous flow setting.
   v. Weigh less than 30 ounces.
   vi. Notes: Conserving ratios are based on a breath rate of 20 breaths per minute(BPM).

b. **Battery-Powered DVR:** Battery units shall approximately meet the followingspecifications based on patient needs:
   vii. Pulse dose from .5 to 6 or higher
   viii. Have easy to read content gauge
   ix. Conservation ratio of 3:1 or higher
   x. Bolus delivered per breath of at least 10cc per setting
   xi. Have continuous flow setting
   xii. Weigh less than 30 ounces
   xiii. Contractor shall test and replace batteries as needed

c. **Liquid System Conserving Device (DVR):**
   i. Electronic DVR built into portable unit.
   ii. Minimum flow setting 1 to 4 LPM on pulse (e.g., Helios)
   iii. May also have continuous flow setting up to 6 LPM (e.g., Marathon, Spirit)
   iv. Easy to read contents gauge/scale
   v. Carrying case, shoulder/waist bag or backpack

J. **Ventilator:** Used to provide ventilation or ventilation assistance in patients with impairedventilator drive. The Government must approve any ventilator suggested for use under thiscontract. The Contractor shall use the same ventilator for all patients covered under this contract, with exception to special cases where there is a clinical justification, provided and approved by the Government, on a patient-by-patient basis. The contractor shall issue the type of ventilator reflected on the prescription. Each unit shall have an attached sticker with an up-to-date vendor name and emergency telephone number.

1) Before a final decision shall be made regarding the installation of a ventilator system in a Patient's home, the Contractor's CRT/RRT shall make a visit to assess equipment functionality and the feasibility of supporting mechanical ventilation in the home.

2) The Contractor shall provide a back-up ventilator in the home for all patients beingventilated via invasive ventilation.
3) The Contractor shall have back-up ventilator available for exchange within one hour ofnotification of ventilator failure for all patients being ventilated via non-invasive ventilation.
4) Contractor shall provide a self-inflating resuscitation bag with mask to all patients using aventilator.
5) All ventilator set-ups/follow-ups/equipment operational education shall be performed by a trained CRT/RRT.
6) All new requests for existing ventilator patients for ventilator set-ups/changes shall be completed within 24 hours, unlessotherwise indicated by the VA clinician, and a CRT/RRT follow-up shall be completed, not to exceed 48 hours, after initial set-up to assess equipment compliance, and provide additional equipment operational education, if needed.
7) The Contractor shall ensure a local CRT/RRT is on-call and available to respond to apatient's home within one hour of an emergency call.
8) The Contractor shall provide water chamber, large bore heated wire tubing, bacterial filters, sterile water and any other adapters, connectors, or interface items necessary for aclosed system based on the ventilator in use.
9) The Contractor shall provide the following:
    a. Detachable Battery (as prescribed)
    b. Replacement Power Cord
    c. External Battery and Charger
    d. Single-Patient-use carrier or backpack
    e. SD Card (as prescribed)
    f. Exhalation Porting Block Active w/PAP and passive exhalation circuits
    g. Nasal or mask interface for non-invasive (to include NIOV)
    h. Clinical Manual
    i. Quick Start Guide
    j. O2 Inlet Quick Connect (low flow)
    k. The Contractor shall provide the patient or caregiver with enough ventilator consumable supplies to change every seven (7) days with one complete set up inreserve.
    l. Contractor shall provide a stand, carry case, and IV Pole for water bag.
    m. All ventilator equipment shall be checked for safety/maintenance and prescription settings shall be verified, and or reset, by CRT/RRT monthly, in accordance with the patient's current prescription.
    n. Units shall be capable of invasive or non-invasive therapy.
    o. The Contractor shall provide a 50/60 Hz, 12 Volt DC batteries

with up to three (3) hours of operations for use in the event of power failure.

p. Contractor shall provide ventilator data downloads, by the fifteen (15th) of each month, and/or within twenty-four (24) hours upon request, to the Home Oxygen Coordinator or designee via encrypted email or contractor encrypted electronic system with VA access.

K. **Cylinders:** The Contractor shall furnish aluminum cylinders that are in accordance with theInterstate Commerce Commission Regulations, and transport cylinders in accordance with Code of Federal Regulations (CFR) Part 49, U.S. Department of Transportation. Safety stands are provided at no additional charge to the Government.

1) **Heat Moisture Exchange** (HME): Used to enhance humidification of inhaled gases byconserving moisture from exhaled gases.
   a. The Contractor shall provide the patient or caregiver with enough supplies tochange the humidification and moisture exchange device every 24 hours or asneeded with two (2) in reserves at all times-thirty (30) day supply. The Humidification and Moisture Exchange Device (MDI) shall include the following:
   b. Suction system shall include swivel adapter with Medium Dependent Interface (MDI) port
   c. Twelve (12) to fourteen (14) French suction catheters for daily use
   d. Four (4) Yank Auer tips per month with one (1) in reserve, at all times
   e. One (1) resuscitation bag with mask and oxygen tubing to be cleaned by the Patient and/or caregiver every seventh (7th) day, with one (1) in reserve, at all times for continuous ventilation
   f. One (1) H or M size oxygen cylinder of oxygen or oxygen concentrator
   g. One (1) suction pump with suction collection jar and basin. Four (4) collection jars shall be provided per month, or more as necessary.

2) The Contractor shall be responsible for setup and education on use of equipment forpatient and caregiver.

L. **Resuscitation Bag:** If patient has a bypassed or artificial airway, one (1) self-inflating resuscitation bag with mask and oxygen tubing shall be provided by the Contractor.

M. **Large Volume Nebulizer:** Used for aerosolized particle delivery

1) Contractor shall supply large volume compressor, large bore tubing, drainage bags,aerosol bottle with sterile water and patient interface.
2) The Contractor shall provide the patient or caregiver with enough supplies to change every three (3) days with one complete set up in reserve.

N. **High Flow Humidification System:** Used for high flow heated molecular humidification.

1) Contractor shall supply the high flow humidification delivery system, heated breathingtube, patient interface and humidification chamber.
2) The Contractor shall provide the patient or caregiver with enough supplies to changeevery seven (7) days with one (1) complete set up in reserve.
3) The Contractor shall be responsible for setup and operational education on use of equipment for patient and caregiver.

O. **Air Compressor:** A high-volume air compressor capable of producing 15 liters of compressed air per minute, supplies shall include trach collar, "T" piece or mask and disposable or reusable type aerosol corrugated home 6-inch tubing, large volume nebulizerwith adapter, reservoir for humidification.

P. **Equipment Recall:** The Contractor shall have in place an electronic system of notification of equipment hazards, defects and recalls, and shall maintain an effective plan and record of all recall actions. The Contractor shall notify the COR of any recalls initiated and those VA patients affected by the recall within five (5) business days or receipt of recall notification. The COR will likewise notify the Contractor if notification of recall is received. The Contractor shall notify the COR of available alternative/replacement equipment, equivalent to equipment recalled, if the recall deems necessary to continue services.

Q. **Backup System:** The Contractor shall provide Veterans, that have a prescription for an oxygen concentrator with a backup system per the prescription, consisting of a compressed gas source and regulator with stand, humidifiers and cannulas/mask for use during the event of a power failure or mechanical problem, with non-electrical oxygen supply, and any related supplies, that shall last a minimum of three times the Contractor's maximum response time or a supply no less than eighteen (18) hours, whichever is the greater. The Contractor shall provide documentation (via VA approved PKI encrypted email and fax) if the Veteran declines/refuses the oxygen back-up system, to include the reason for declining/ refusing backup system and the Veterans signature. Notification (via VA approved PKI encrypted email and fax) shall be provided to the COR or designee within five (5) business days of the Veteran declining any prescribed equipment or contractor's inability to deliver the prescribed equipment. Veterans on continuous mechanical ventilation require two (2) ventilators on hand.

3.4 STOCK STORAGE: The Contractor shall, upon request by the COR/ Home Oxygen Coordinator or designee, stock portable set-ups at the VA Medical Center to send home with the patient.

A. Contract shall provide an quantity estimated supply of aluminum/composite compressed O2 tanks/cylinders with regulator, an E-tank stand, and tubing to each participating VA Health Care System listed in the Schedule, and/or their respective Community-Based Outpatient Clinics (CBOC's), as directed by the facility COR. Quantities, sizes of tanks, and frequency of restock, will vary from site-to-site, and throughout the contract period, and shall be agreed upon by the Contractor and facility COR.

B. Contractor shall ensure that the reserve supply accommodates home oxygen patients who are either being discharged from the hospital or visiting (i.e., appointments, etc.) and require a re-supply of oxygen to reach their residence. The stocking of set-up supply, at the Medical Center, does not replace the Contractors responsibility of providing initial setup and equipment operational education at the Veteran's residence.

C. Contractor shall maintain adequate inventory levels at the Medical Center, as determined by the facility COR. Contractor shall provide the reserve supply to the VA at no additional cost to the Government.

3.5 PERFORMANCE MANAGEMENT REVIEW (PMR) MEETINGS:

A. The Contractor shall meet, or participate in a conference call, with each station COR monthly to discuss the progress of the service being provided to VA beneficiaries. Each station COR will discuss with the Contractor any issues and complaints from the Government, beneficiaries, or the Contractor. All issues and complaints from the prior month will be addressed to ensure that all corrections have been made and a process is in place to help ensure corrections remain in effect. Each station COR will maintain a complaint log to ensure all issues and complaints are addressed.

B. The Contractor shall meet with or participate in a conference call with the Contracting Officer and each of the station CORs on a quarterly basis to discuss the progress of the contract and to address any issues or complaints from the government, beneficiaries, or contractor. All issues and complaints from the prior quarter will be addressed to ensure that all corrections have been made and a process is in place to help ensure corrections remain in effect. The COR will submit to the Contracting Officer each quarter a COR Quarterly Report that will list any issues or complaints.

4. REQUIREMENTS AND STANDARDS:

4.1 SITE VISITS: The Contractor shall be subject to periodic, unscheduled, on-site, or scheduled virtual, contractor and home respiratory care patient visits made by the COR or designee(s) to monitor the Contractor's performance under this contract.
The contractor shall make available all records and documentation necessary during the

monitoring visits at the local site. Other visits may be made by the Joint Commission surveyors and the Home Oxygen Coordinator for each facility. The Contractor shall make its personnel available for and cooperate with all visits permitted under this contract.

4.2 QUALIFICATIONS OF CONTRACTOR:

A. Each branch office or distribution point shall meet or exceed Joint Commission standards. Any and all documentation related to the Patient record during the duration of this contract is the property of the VA and shall be returned to the facility's COR by the Contractor upon the termination or non-renewal of this contract.

B. Contractor shall adhere to the provision of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

C. The Contractor shall develop and maintain a patient account record no more than five (5) days after the initial oxygen set-up and maintain it in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPPA). All patient records are subject to review by designated officials and accreditation surveyors on the behalf of VISN 16 during accreditation surveys or consultation. These records shall include prescription, plan of care, patient education documentation, reports of infections, safety inspection, initial setup with safety check, invoices/delivery slips, equipment list w/serial numbers, changes in patient care and family support system and any other documentation required by Joint Commission. All signed deliveries and maintenance documentation shall be filed in the patient's record.

D. The Contractor shall have written policies and job descriptions that specify staff requirements to operate and train on the specialized equipment, supplies and services it provides to patients such as qualifications, experience, applicable certification, registration or license, training requirements and continuing education requirements.

1) Contractor shall provide personnel, providing services under this contract, with documented competency training to deliver prescribed supplies/cylinders/liquid oxygen (LOX), as required. The Contractor shall provide the CO/COR or designee with documentation of competency training upon initiation of the contract and upon request thereafter.

2) Contractor shall provide and document staff orientation, ongoing staff education, and ongoing assessment of staff competence for all staff involved with the delivery/recovery of equipment covered under

this contract according to Joint Commission standards or current VA auditing agency.

E. The Contractor shall develop and maintain personnel and training records for all personnel providing services under this contract and make these available for review upon request of the Contracting Officer or COR.

F. The Contractor shall provide the COR or designee with a list of all personnel currently qualified to perform delivery/recovery and patient education services no more than ten (10) business days after contract award and made available for review upon request of the Contracting Officer or COR thereafter. Contractor personnel files shall conform to Federal and State laws/regulations which shall contain information relative to the contract requirements for each individual providing services in support of this contract. Information shall include experience, training records, performance reports and any certifications/licenses. The COR or designee will inspect personnel records at the time of the inspection of Contract premises and vehicles Personnel files shall be maintained at the local contract site.

G. The Contractor shall have the staff necessary to render satisfactory and courteous service to patients. The Contractor shall be responsible for the acts and omissions of its employees, as well as its subcontractors' employees. Subcontractors are required to adhere to the requirements of this contract and the Contractor shall ensure its subcontractors adhere to the requirements of this contract.

H. Contractor shall educate, evaluate, and document employee education in a manner that meets or exceeds JC accreditation standards.

I. The Contractor shall ensure that only Contractor personnel, that have been properly trained and who have demonstrated competency perform equipment deliveries, recoveries, and patient education on the equipment provided under this contract.

J. The Contractor shall require that personnel providing service under this contract wear a uniform when providing on-site services to patients and ensure that personnel providing services under this contract present and maintain a professional appearance during the performance of this contract. Contractor's personnel shall bear identification when providing services or making deliveries. Such identification will show the company name, individual's name, and the individual's picture.

K. Contractor's personnel shall conform to all regulations (Federal, State, and local e.g., TB testing) governing the performance of contracted services in each state in which performance occurs. VAMC facilities have been designated NO SMOKING areas in their entirety. Individuals found in violation of this no

smoking policy may be subject to a federal citation for disregarding posted safety rules and regulations. Furthermore, Contractor may be directed to stop work. Contractor shall notify all personnel and subcontractors of this strict enforcement policy.

L. The Contractor shall obtain PKI certification for all branch location managers to ensure secure communications.

M. The Contractor shall maintain, in good standards, JC or equivalence Accreditation, and shall provide to the facility COR or designee, a copy of Certificate of renewal/recertification of Accreditation within five (5) business days of receipt from the accrediting agency.

4.3 QUALIFICATIONS OF CONTRACTOR

A. **KEY PERSONNEL:** Key personnel are the members of the Contractor's management team including theCustomer Service Manager, Logistics Manager, Billing Manager, Distribution Point Managers, and the CRTs and/or RRTs. The Contractor shall provide a listing of key personnel within ten (10) business days of contract award. In addition to having key personnel on the contract, the Contractor must also provide and maintain a comprehensive list of employees that are to be used in support of this contract action. Although these positions are not referenced as key personnel, they are integral in maintaining continuity of operations in support of this contract. The Contractor shall provide a quarterly listing of all personnel used in support of this contract. In the event a new contracted employee is brought on to support the contract, the Contractor shall notify the COR or designee immediately. The Contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws, reference Department of Labor (DOL) wage rate information. (http://www.wdol.gov/sca.aspx). Contractor employees shall not be considered Government employees for any purpose under this contract.

B. **REGISTRATION/LICENSURE/ACCREDIDATION REQUIREMENTS:**

1) Contractor is responsible to comply with all applicable Federal & State laws/regulations in support ofthe contracted requirements.

a. Registration: National Provider Identification (NPI)
b. Distributor License:
   i. Applicable State(s)
   ii. FDA permits and licenses as applicable
   iii. The Contractor's Respiratory Care Practitioner (RCP) shall be credentialed with the National Board for Respiratory

Care (NBRC) and hold a current state license where the work shall beperformed.

iv. All personnel servicing Veterans shall maintain a current valid driver's license.

c. Evidence of ability to meet or exceed JC Accreditation Standards.

d. Certified Respiratory Therapists (CRT) or Registered Respiratory Therapist (RRT).

2) **Licensed Clinical Respiratory Therapist (LRT)**: The Contractor shall have a Licensed Respiratory Therapist (LRT) on staff to make monthly home visits to VA beneficiaries on ventilators. The Certified/Registered RT must be state licensed or have practicing privileges in the state where services are to be rendered. Licensed Respiratory Therapist (LRT) refers to both Registered Respiratory Therapist (RRT) and Certified Respiratory Therapist (CRT). Registered Respiratory Therapist (RRT) is the preferred licensure for this contract. However, Certified Respiratory Therapists (CRT) may be considered if the CRT's competencies specific to home ventilation is documented and maintained current throughout the life of this contract. The Contractor's LRT shall maintain licensure throughout the performance of the contract.

a. The Contractor's LRT shall be competent in the use of the prescribed ventilators, Vest therapy, oxygen delivery, aerosol equipment, tracheotomies, airway care, and suction machines and cough assist devices. The Contractor shall inform the VA immediately of any change in LRT staff and have competent back up staff to service the beneficiaries.

b. The Contractor's LRT must perform initial set-up of the ventilator system and provide thorough education to patient and caregiver in proper ventilator usage, ventilator function and operation including control knobs, power sources, adding oxygen, troubleshooting the ventilator and alarms, the remote alarm, checking tidal volume, ventilator tubing change, talking devices, cleaning of tubing and humidifier, back pressure with Jackson trach tube (if applicable), bagging with AMBU bag, and supplies consistent with requirements and per manufacturer recommendations. The Contractor shall provide the Patient and family/caregiver with ventilator operational information and education, at the Medical Center, prior to discharge upon the COR or designee's request.

c. The Contractor's LRT shall provide equipment operation instructions to the patient and caregiver and shall include demonstrating the correct use and observing a return demonstration by the patient/caregiver. Documentation of this demonstration signed by the patient/caregiver shall be sent to the VA COR or Home Oxygen Coordinator within one (1) day of delivery or setup of services.

d. The Contractor's LRT shall provide instructions to the patient and/or caregiver in the safe and appropriate use of equipment to include basic home safety, storage, and handling of the involved equipment, required maintenance, electrical safety, whom to call in the event of an emergency, etc. Monthly home visits by the Contractor's LRT shall be performed to inspect equipment and to address any educational needs on the ventilation equipment.

e. The Contractor's LRT shall provide written or video instructions in layman's terms on the use of ventilators and related supplies which is to be provided to the patient/caregiver for on-going reference.

f. The Contractor's LRT shall notify the COR or Home Oxygen Coordinator/ designee, in writing via email or fax with PKI encryption or by phone, of any clinical changes observed during the home visit. The Contractor's LRT shall notify the COR/ Home Oxygen Coordinator or COR Clinical Designee, any critical changes observed in the patient's condition related to ventilation, to be reported to the pulmonologist of record or prescribing clinician for review and/or care plan, as appropriate. In cases of emergency, the LRT shall advise the patient to contact 911 or go to the closest Emergency Department for care, whichever is appropriate.

g. The Contractor's LRTs shall not provide any direct patient care or clinical assessments that are not explicitly required by the contract.

4.4 <u>INCUMBENT TRANSITION PERIOD</u>: At the end of the contract period, if other than the incumbent Contractor is awarded the new contract, a transition period shall be required during which the incumbent Contractor shall continue to provide home oxygen supplies and services at the existing contract prices while the incoming Contractor is transitioning over.

A. **<u>Phase In:</u>**

1) After contract award, and when directed by the COR, Contractor shall pick-up all Government-owned equipment from the previous contractor and shall store that equipment until it is

ready to be issued to patients. A mutually acceptable relocation date shall be coordinated by the Contract Officer with the Contractor and prior contractors to facilitate a smooth transition without disrupting the provisions of services to patients. The transition shall include the transfer of all inventory records

2) The new Contractor(s) shall arrange with the incumbent Contractor for exchange of equipment ensuring that there is no disruption of supplies/services to veteran beneficiaries. The Contractor recognizes that, upon contract expiration, a successor, either the Government or another contractor, may continue the services outlined in this contract.

3) The Contractor agrees to furnish phase-in training; and exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor. The Contractor shall, upon the Contracting Officer's written notice, furnish phase-in, phase-out services for up to 120 days after this contract expiration and negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency. Successful Offeror shall provide a detailed contract phase-in/phase-out plan upon contract award for COR approval.

4) The Contractor shall coordinate with the incumbent Contractor during the transition period, which shall be designated for the removal of the incumbent Contractor's equipment from the patients' residence, and for the transfer of veteran beneficiaries from the incumbent to the successor Contractor. The change-over shall, at a minimum, include delivery, oxygen care and instructions, usage, set up, emergency service, etc., and shall be accomplished with the least disruption in service to the patient as possible. The transition shall be coordinated through the Contracting Officer, and facility COR. Any requirement for an RRT or CRT visit shall be coordinated between the Contractor and Contract Officer. The appropriate VA facility shall provide the successful Contractor(s) with an up-to-date prescription.

    a. The Contractor shall note the date of the transfer of responsibility regarding Government Furnished Equipment.
    b. The Contractor shall provide the facility COR by 12:00 noon CT each Friday, during the transition period, a detailed listing of all VA beneficiaries contractor owned equipment whose Oxygen Service has been changed over from the incumbent to the successor Contractor.

c. The detail list shall include the exact date of the change for each beneficiary. Along with the detail list, the successor Contractor shall also provide documentation showing that the incumbent Contractor has been notified to pick-up their equipment, to include date of notification.
d. The billing period will begin on the noted transition date and the cost will be prorated from that date. The Contractor shall issue Government-owned equipment prior to issuing Contractor-owned equipment to patients. The Contractor shall notify the patients within forty-five (45) calendar days of the new contract via an introduction letter to the patient. The letter shall include hours of operation, after hour and emergency numbers and point of contact.

B. **Phase Out:** In accordance with FAR 52.237-3 Continuity of Services, the Contractor agrees that the services being provided under this contract are vital and must be continued uninterrupted. At the end of this contract, the Contractor shall not remove any equipment from the patient's residence until replacement equipment has been installed. The Contractor shall coordinate transition of equipment / services with the incoming contractor as soon as possible, but not to exceed one hundred and twenty (120) days from date of contract expiration. If additional transition time is required beyond contract expiration, the Contracting Officer must be notified to receive authorization. The Contractor shall be paid on a pro-rated basis at the prices established for the last period of performance. Prorated monthly rates are based on a 30-day month.

4.5 PHYSICAL SECURITY: The Contractor shall be responsible for safeguarding all Government equipment, personal patientinformation, information and property provided for Contractor use.

4.6 GOVERNMENT FURNISHED PROPERTY: The Government will not provide any equipment, to the contractor for use under this contract, unless added through a contract modification. Requirements for government furnished property/equipment, outlined in this contract, will be in effect upon execution of a contract modification to add government-owned, furnished property, and equipment.

4.7 SEGREGATION OF ITEMS: The Contractor shall clearly segregate equipment provided in supportof contract from any veteran owned equipment. Upon delivery to Veteran, the Contractor shall provide Contractor's emergency contact information in case of failure.

4.8 DEMURRAGE CHARGES: The VA shall not pay for the Contractor's lost or damaged equipment provided under this contract unless circumstances as reviewed by the Contracting Officer are concluded to be the results of willful negligence on behalf of Patients or VA employees. Willful negligence is defined

as an intentional actby the patient or caregiver that results in damage or loss of any contractor owned equipment or failureto provide prudent care in the safeguarding of such equipment. The VA shall not be held liable for normal wear and tear of equipment. The VA shall not pay for equipment used by an unauthorized individual during the performance of this contract or for equipment that is lost due to nofault of the patient or caregiver.

4.9 VEHICLES: The Contractor shall ensure that the vehicles used in the performance of this contract are licensed and meet the minimum requirements as mandated by each state/county/city in which performance occurs. All vehicles (personal or company owned) shall be clearly identified with the company name.

4.10 INSURANCE REQUIREMENTS: Before commencing work under the contract, the Contractor shall furnish the Contracting Officer with a certification from its insurance companies indicating the coverages for this contract have been obtained and that it may not be changed or canceled without thirty (30) days prior written notice to the Contracting Officer. The insurance requirements are as follows:

A. Contractors are required to have Property Damage Liability insurance coverage per state minimum requirement.
B. Worker's Compensation and Employer's Public Liability insurance in accordance with the laws of the state in which service is provided.

4.11 CONFLICT OF INTEREST: Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs unless such person seeks and receives approval in accordance with VA Regulations and public law. In any such case, VA must review the matter and give its approval in accordance with agency ethics rules.

4.12 PAYMENT AND INVOICING INFORMATION:

A. The method of payment shall be via Electronic Transfer Per VAAR 852.232-72. Purchase cards payments will only be used on a case-by-case basis and must be preapproved by the Contracting Officer.

B. Credit Card Payment Method: The Contractor shall be Level II billing capable and able to accept the credit card for payment and provide proof of Level II for processing Credit Cards within 5 days of award.

C. Payment shall be made monthly in arrears based upon the Government's certification of a properlysubmitted invoice.

D. No later than the 10th of the month, the Contractor shall submit an invoice and back-up documentationto the local CORs for review for the previous month.

1) Invoices shall be sent to the respective VA facilities, using an Excel

Spreadsheet format in alphabetical order by full last name, full first name no later than the 10th of each month, as well as a paper hard copy of the invoice in the same package All invoices shall include appropriate paperwork as specified within this contract. Any orders received by the contractor within the 5 days prior to the end of the month may be billed in the subsequent month. For example, an orderreceived during the last 5 days of August, may be billed in September so that the Contractor has time to gather all required documentation.

2) The VA shall require all service-related documentation.

3) The excel file shall be submitted to each location through secure electronic means (PKI encryptedemail or secure file server with encryption and restricted access). The excel spreadsheet shall have the base format as shown below. Any additional fields desired for the benefit of the contractor or Government may be added, but the base format shall remain intact.

4) Example of excel spreadsheet:

Servicing VAMC SITE							
Last Name	**First Name**	**Last 4**	**Date of Svc**	**Item Description**	**Qty**	**Unit Cost**	**Total Cost**
Last name 1	First name1	1234	6/30/2022	C Tank Contents	2	$XX.XX	$YY.YY
Last name 1	First name1	1234	7/14/2022	C Tank Contents	1	$XX.XX	$YY.YY
Last Name 1	First name1	1234	7/28/2022	C Tank Contents	1	$XX.XX	$YY.YY
Last Name 1	First name1	1234	6/30/2022	E Tank Contents	4	$XX.XX	$YY.YY
Last name 1	First name1	1234	7/14/2022	E Tank Contents	5	$XX.XX	$YY.YY
Patient 1 Total							$ZZZ.ZZ
Last name 2	First name2	5678	6/30/2022	Concentrator 5LPM	1	$XX.XX	$YY.YY
Last Name 2	First name2	5678	6/30/2022	C Tank Contents	1	$XX.XX	$YY.YY

Last Name 2	First name2	5678	6/30/2022	C Tank Contents	1	$XX.XX	$YY.YY
Patient 2 Total							$ZZZ.ZZ

E. Billing shall be submitted via VA approved PKI encrypted email. Contractor must have current VA compatible email encryption and is responsible for costs associated with obtaining this capability. Overall documentation must be correct, complete, timely and legible; failure to do so shall result in delay of payment for these invoices.
F. Contractor shall ensure each month has its own invoice.
G. Each station will review the invoice and create a discrepancy list (if applicable) and submit any finding to the Contractor within fifteen (15) business days of receiving the invoice.
H. Upon resolution of the discrepancies, The Contractor and the COR shall agree on the total price forthe month, the VA shall approve the invoice and make payment to the Contractor by Government Credit Card. If discrepancies cannot be resolved between the COR and the contractor, the COR and/or Contractor shall refer the matter to the Contracting Officer for resolution.
I. Contractor shall ensure, once identified, all discrepancies are immediately rectified/resolved and listed on the current month's invoice of discrepancy notification.
J. Contractor shall ensure that past/previous month's charges/corrections/ discrepancies are not co-mingled within current monthly services but separated/ listed, by month and patient, on the current invoice of the month of discovery (see paragraph g) above).
K. Contractor shall provide with the monthly invoice, a list of discontinued patients for that month to include patients full name, last SSN, date of equipment pick-up, type, quantity, and serial numbers of equipment picked up.
L. Contractor shall ensure, contractor discovered, additional charges to previous billing are submitted for payment immediately upon discovery but: (1.) no later than thirty (30) days after the submission of the invoice for the month services were rendered, (2.) is submitted within the same fiscal year as the service date and, (3.) is submitted in the same manner as the monthly bill, for payment to be authorized. Those additional charges not submitted timely must be filed as claims with the Contracting Officer.
M. All credits identified shall be credited to the Government immediately upon discovery on current unsubmitted invoice.
N. Contractor shall bear all costs associated with recovering contractor-owned and government-owned equipment from a patient, that is no longer needed by the patient.
O. Contractor shall not bill other third-party insurance sources for services rendered to Veteran enrollees under this contract.

4.13 ELECTRONIC SYSTEM:

A. Contractor shall have one Electronic System into which the VA can access patient information and input orders. Once orders are entered, the Contractor shall be responsible for contacting the specific locations to distribute the orders. If there are problems, the Contractor shall contact the ordering facility. The system shall have a listing of schedule maintenances done and attempts made, for each individual patient.
B. Contractor shall scan all patient records into each patient file for viewing access, at any time, by the VA to include initial but not limited to setups, delivery of tanks and supplies, and all veteran signed documents. Contractor shall ensure that all designated Government users of the Contractor's Electronic System have a log-in ID and password access to enter oxygen orders, reports, patient information, related services. Contractor shall provide training on how to access, enter oxygen orders, and locate/sort specific order information (i.e., initial set-up, change of prescription, renewals, travel orders, etc.) within the Contractor's Electronic System.
C. Contractor shall ensure the Electronic System is in a format that allows VA accessibility to view and sort status of completed, and pending orders or deliveries.

4.14 <u>TELEPHONE SYSTEM:</u> Contractor shall have telephone service automation that will provide the following but not limited to:

A. Option to hold once call has been answered by Contractor and/or employees.
B. Option to request "return call" (without losing call order), with option to continue holding or opt-out, at every five (5) minute wait interval.
C. Estimated "wait time" message until served.
D. Broadcast messaging (mass voice and text), during a natural disaster, emergency events, service updates, etc.
E. Detect voicemail and act (provide messaging after the beep of the voicemail).
F. Report/Data Center information (i.e., individual wait times, abandoned calls, patients contacted, incoming/outgoing date and time, etc.)

4.15 <u>MANDATORY REQUIRMENTS FOR USE OF THERMAL FUSES</u>: The contractor shall provide the supplies, equipment and education for thermal fuses as listed below:

A. FIRESAFE™ Cannula devices must be provided for all patients on home oxygen therapy unless there is a documented clinical contraindication (e.g., patients using heated humidity, patients with flow rates in excess of 25 Liters per minute, patients with behavioral conditions that make use of thermal fuses impractical). If thermal fuses are not provided due to clinical contraindication, this must be documented in the patient's medical record.
B. The Contractor shall install the FIRESAFE™ Cannula devices during contract start-up and during any initial equipment set-ups.
C. The Contractor shall replace the FIRESAFE™ Cannula devices semi-annually (every six (6) months), or if actuated or involved in a fire.
D. The Contractor shall document that the Veteran has received, and has

been educated on, the appropriate use of the FIRESAFE™ Cannula devices. The Contractor shall document Veteran and/or caregiver's demonstrated understanding of the FIRESAFE™ Cannula devices' intended use.

E. Contractor shall provide documentation to the Government, via PKI encrypted email and fax, within 24 hours upon request, and/or through Contractor's online system

F. The Contractor shall provide documentation concerning the semi-annual exchanges of these devices as well as any unscheduled exchanges when the device is found missing via PKI encrypted email or fax.

G. The Contractor shall provide two (2) FIRESAFE™ Cannula devices per Veteran for use on their primary stationary oxygen system as well as any portable oxygen therapy equipment; one at the supply and one at the cannula/mask.

4.16 MANDATORY REQUIREMENT FOR REPORTING FIRES INVOLVING HOME OXYGEN DELIVERY SYSTEM: The contractor shall provide the information below to the Home Oxygen Coordinator or local VA facility representative, within five (5) business days of notification of the incident:

A. What was the reported cause of the fire (primary ignition source)?
B. Where did the fire originate (e.g., kitchen, bedroom, vehicle, patio, store)?
C. What date and time did the fire occur?
D. What was the first item that ignited (e.g., nasal cannula, clothing, bedding)?
E. Describe the extent of injury to the patient, family, and others.
F. Describe the extent of property damage.
G. How many thermal fuses were in use and where were they installed in home oxygen delivery system or tubing?
H. Provide documentation of re-education on equipment and safety.

5. SECURITY

This acquisition shall not require services that involve connection of one or more contractor-owned IT devices (laptop computer or remote connection from contractor system) to a VA internal trusted network, thus the C&A requirements do not apply, and a Security Accreditation Package is not required.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a) A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b) All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c) Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d) Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. shall be an evaluation factor.

e) The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a) Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the

contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b) VA information shall not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c) Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d) The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e) The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f) If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g) If a VHA contract is terminated for cause, the associated BAA must also be terminated, and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h) The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i) The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j) Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor shall use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k) Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l) For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. SECURITY INCIDENT INVESTIGATION

a) The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or

an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b) To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c) With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or shall have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d) In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

5. LIQUIDATED DAMAGES FOR DATA BREACH

a) Consistent with the requirements of 38 U.S.C. §5725, a contract shall require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b) The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the

data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate shall be deemed a material breach and grounds for contract termination.

c) Each risk analysis shall address all relevant information concerning the data breach, including the following:
    a. Nature of the event (loss, theft, unauthorized access);
    b. Description of the event, including:
        i. date of occurrence;
        ii. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
    c. Number of individuals affected or potentially affected;
    d. Names of individuals or groups affected or potentially affected;
    e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
    f. Amount of time the data has been out of VA control;
    g. The likelihood that the sensitive personal information shall or has been compromised (made accessible to and usable by unauthorized persons);
    h. Known misuses of data containing sensitive personal information, if any;
    i. Assessment of the potential harm to the affected individuals;
    j. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
    k. Whether credit protection services shall assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that shall have been compromised.

d) Based on the determinations of the independent risk analysis, 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 providing credit protection services to affected individuals consisting of the following:
    a. Notification;
    b. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
    c. Data breach analysis;
    d. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
    e. One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and
    f. Necessary legal expenses the subjects of an SPI data breach shall incur to repair falsified or damaged credit records, histories, or financial affairs are not included in the liquidated damages amount and will be handled as actual damages, which the contractor should anticipate as among the costs of doing business and should consider in developing its cost estimates.

6. TRAINING

a) All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
2. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

b) The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates
and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c) Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of SOW)

See attached document: DELIVERY.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) *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.

(b) *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.

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

(d) 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 at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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; and

(D) Contractor point of contact.

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

(6) *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 33.211 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 32.607-2).

(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 default termination.

(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 prescribed in FAR 32.608-2 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 hereunder 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. 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 hereunder 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) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(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 (u)(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.

(v) *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 the effective date of the contract through the end of the contract effective period.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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 $2,500,000.00;

(2) Any order for a combination of items in excess of $1,500,000; 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 two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the final task order.

(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 the end of the then-current Period of Performance.

(End of Clause)

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 of the end of the then-current Period of Performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.7 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2025) (DEVIATION)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[] By the end of the base term of the contract 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.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

C.8 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2025) (DEVIATION)

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

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

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 621610 assigned to contract number .

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.*] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program*. [*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

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

(End of Clause)

C.9 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided,* that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of Clause)

C.10 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018)

The Contractor shall follow standard commercial practices to furnish manual(s), handbook(s) or brochure(s) containing operation, installation, and maintenance instructions, including pictures or illustrations, schematics, and complete repair/test guides, as necessary, for technical medical equipment and devices, and/or other technical and mechanical equipment provided per CLIN(s) . The manuals, handbooks or brochures shall be provided in hard copy, soft copy or with electronic access instructions, consistent with standard industry practices for the equipment or device. Where applicable, the manuals, handbooks or brochures will include electrical data and connection diagrams for all utilities. The documentation shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

(End of Clause)

C.11 VAAR 852.211-76 LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS (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 []

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 [] 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, purchase order, or agreement, in whole or in part under clause 52.249–8, Default—Fixed-Price Supply and Service, or any other related FAR or VAAR clause included in the contract, in addition to the required liquidated damages for data breach related expenses specified in paragraph (c) above, the Contractor is liable for excess costs for those supplies and services for repurchase as may be required under the Termination clause.

(End of Clause)

C.12 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 multipleaward 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:

[] 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.13 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.14 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

C.15 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.16 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):

http://www.acquisition.gov/far/index.html
http://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
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) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT	MAY 2024

	MESSAGING WHILE DRIVING	
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION)	NOV 2025
52.240-92	SECURITY REQUIREMENTS (DEVIATION)	NOV 2025
52.240-93	BASIC SAFEGAURDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION)	NOV 2025
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	NOV 2020
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAY 2020
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019

(End of Addendum to 52.212-4)

C.17 MANDATORY WRITTEN DISCLOSURES

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 https://www.vaoig.gov/hotline/online-forms 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Service Contract Labor Standards Wage Determinations are applicable but not attached hereto. All counties and parishes listed herein are covered by the applicable wage determinations which are available online – utilize the link for the most current posting - SAM.gov | Wage Determinations

Attachments:

See attached document: Attch D_1 36C25626R0037 Pricing Schedule.

See attached document: Attch D_2 Business Associate Agreement.

See attached document: Attch D_3 Reference Contract Worksheet Home O2.

See attached document: Attch D_4 - Counties and Parishes.

See attached document: Attch D_5 QUALITY ASSURANCE SURVEILLANCE PLAN 3-stations.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *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. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) 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) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall 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 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 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:

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

TECHNICAL QUESTIONS:
Technical questions shall be accepted by the Government via e-mail ONLY no later than 12:00 PM Central Standard Time (CST) June 20, 2026. Please list "Technical Questions –Solicitation 36C25622R0097" in subject line of e-mail and send to Luke Miles, Contracting Officer, at luke.miles@va.gov. Please include in your questions the section of the solicitation/page number of the solicitation technical question is referring to. All questions will be answered via solicitation amendment. Technical questions will be accepted via e-mail only.

OFFER SUBMITTAL INSTRUCTIONS:

It is the responsibility of the offeror to verify receipt of proposal before or on proposal due date/time by e-mailing the Contracting Officer at the above email address to request verification of receipt of proposal if acknowledgement to proposal not previously provided.

Offerors shall submit proposals in three volumes, in PDF format unless otherwise specified. Email size shall not exceed 7MB. Offerors are responsible for ensuring the Government receives the proposal.

Email subject line: "Proposal – Solicitation 36C25626R0037"

Volume 1 — Administrative Documents

1. Signed SF 1449
2. Section B.1, Contract Administration – completed
3. Signed SF 30 amendments (if issued)
4. VAAR 852.219-75 Limitations on Subcontracting Certification – completed and signed
5. FAR 52.219-1 Small Business Program Representations – completed
6. Evidence of insurance required by the PWS
7. Active SAM.gov registration (at time of submission and award)
8. SDVOSB certification at veterans.certify.sba.gov (at time of submission and award)

Volume 2 — Technical Capability and Past Performance (Not to exceed 20 pages)

Section A – Technical Capability Statement (TCS)

Offerors shall submit a Technical Capability Statement (TCS) demonstrating their ability to meet all requirements of the Performance Work Statement (PWS). The TCS shall be written in the offeror's own words and shall not simply restate or summarize the PWS.

The TCS shall address the following five major areas:

1. Patient Equipment Delivery and Set-Up

The offeror shall describe its approach for meeting all PWS requirements related to:

- Delivery, installation, configuration, and testing of home oxygen and ventilator equipment
- Meeting required response times (e.g., urgent, same-day, standard)
- Patient/caregiver education and documented return demonstration
- Initial home environment safety assessments
- Documentation requirements and communication with COR

2. Maintenance, Cleaning, and Repair

The offeror shall describe processes and resources for:

- Semi-annual technician visits for oxygen patients
- Monthly LRT/RT visits for ventilator patients
- Preventive maintenance per manufacturer specifications
- Equipment tracking, testing, and service documentation
- Cleaning, infection control, and segregation of clean/contaminated equipment as required by the SOW

3. Emergency Response and On-Call Services

The offeror shall describe its capabilities, procedures, and staffing for:

- 24/7 emergency service response within required 2–6 hour windows
- Backup oxygen and ventilator equipment availability
- Activation and execution of the Emergency Preparedness Plan (EPP)
- Required 100% patient contact during disasters
- After-hours on-call respiratory therapist support for ventilator patients

4. Inventory Management and Tracking

The offeror shall describe its approach to:

- Maintaining adequate inventory of all oxygen, ventilator, and related equipment and supplies
- Warehouse operations, distribution, and restocking requirements
- Tracking contractor-owned vs. Government-owned equipment
- Maintaining reserve stock at VA medical centers (as required)
- Electronic system capabilities for order intake, tracking, and documentation uploads

5**. Patient Education and Documentation**

The offeror shall describe:

- Education processes for new patients/caregivers (oxygen, ventilator, safety)
- Required periodic re-education (e.g., smoking/fire safety every 6 months)
- Documentation of understanding and return demonstration
- Multilingual education accommodations

- Reporting requirements (daily, weekly, monthly, semi-annual, quarterly) and system used to meet them
- Organizational Resources and Staffing

Offerors must also identify:

- Staffing plan sufficient to support three VISN 16 stations and associated CBOCs
- Roles and qualifications of key personnel (CRT/RRT/LRT, technicians, logistics, customer service)
- Licensure, certification, and competency maintenance processes
- On-call and after-hours staffing coverage
- Quality, Compliance, and Internal Controls

Offerors shall describe processes to ensure:

- Joint Commission (JC) and VA standard compliance
- Quality control (QC) and infection control
- Timeliness of services
- Equipment recall procedures
- Accuracy and security of documentation
- Internal oversight and corrective action processes

Section B – Past Performance

Use Attachment D.3 (Reference Contract Worksheet). No other format permitted. Offerors shall submit a minimum of four (4) past performance records. Records should be no older than six (6) years.

For each reference, provide:
(1) Legal name of customer entity
(2) Contract number
(3) Whether services were oxygen, ventilator, or both
(4) Summary of tasks performed
(5) Geographic location
(6) Period of performance
(7) Average monthly number of patients supported (broken out by service type)
(8) Whether services were performed by the offeror or a subcontractor
(9) Whether the offeror/subcontractor was prime or subcontractor
(10) A verifiable point of contact (name, phone, email)
Failure to provide this information may negatively affect the Past Performance confidence rating.

Volume 3 — Price

Complete Attachment D.1 in Excel format only. Offerors shall not alter embedded formulas. Pricing must cover all required services and remain firm for 90 days from proposal submission.

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:

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative 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.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award

Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621610.

(2) The small business size standard is $19 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*.

(1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

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

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E.5 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:

Luke Miles - Contracting Officer

luke.miles@va.gov
Hand-Carried Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298
Mailing Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

(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.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 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.

(End of Provision)

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

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/index.html
http://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	NOV 2020
FAR Number	**Title**	**Date**
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

1. Technical Capability (Pass/Fail)
2. Past Performance (Adjectival Confidence Rating)
3. Price

The Government will evaluate proposals in **two phases**:

Step 1 – Technical Capability (Pass/Fail).

Proposals will first be evaluated for technical capability on a pass/fail basis. Only proposals that receive a "Pass" rating under Technical Capability will proceed to Step 2 for evaluation of Past Performance and Price. Proposals rated "Fail" will not be considered further for award.

Step 2 – Past Performance / Price Tradeoff.

After eliminating technically unacceptable proposals, the Government will perform a Past Performance / Price tradeoff to determine the offer most advantageous to the Government.. Past Performance is more important than Price. The Government may award to an offeror other than the lowest priced offeror if its Past Performance provides a greater benefit to the Government.

FACTOR 1 – TECHNICAL CAPABILITY (PASS/FAIL)

The offeror's Technical Capability Statement (TCS) will be evaluated on a Pass/Fail basis.
A proposal will receive a Pass rating if the TCS:

1. Addresses all major areas of the PWS, including:
   - Patient equipment delivery and set-up
   - Maintenance, cleaning, preventive maintenance, and repair
   - Emergency response and on-call services
   - Inventory management and equipment tracking
   - Patient education and required documentation
2. Identifies staffing, organizational resources, and an approach sufficient to meet PWS requirements, including:
   - Adequate personnel (CRT/RRT/LRT, technicians, logistics, customer service)
   - Required qualifications, licensure, training, and availability
   - Coverage for three VISN 16 medical centers and associated CBOCs
3. Describes internal processes that ensure quality, timeliness, and compliance, including:
   - Joint Commission (JC) standards
   - VA program requirements
   - Equipment testing, maintenance, and infection control
   - Emergency preparedness capabilities
   - Documentation and reporting procedures
   - Internal oversight, monitoring, and corrective action processes

A proposal will be rated Fail if:

- One or more major PWS areas are omitted;

- The TCS does not provide enough detail to determine the offeror can meet requirements; or
- The TCS merely restates or paraphrases the PWS without describing how the offeror will perform the work.

Only the information contained in the TCS will be evaluated under this factor.

FACTOR 2 – PAST PERFORMANCE

The Government will evaluate the offeror's past performance for quality, recency and relevancy to assess the likelihood of successful performance for the present requirement.

Relevancy Determination
The Government will assess the relevance of each past performance reference based on:
• Similarity of services (e.g., in-home oxygen services, in-home ventilator services)
• Similarity in size, scope, and complexity
• Similarity in customer type (e.g., federal, healthcare)
• Recency
Offerors are encouraged, but **not required**, to provide past performance for both in-home oxygen and in-home ventilator services.

The Government may also consider data from PPIRS, CPARS, FAPIIS, or other Government sources if additional information is needed. Information from these sources will not result in offerors receiving a higher rating.

FACTOR 3 – PRICE

Price will be evaluated for completeness, reasonableness, and balance. Option years will be evaluated in accordance with FAR 52.217-5. The Government may reject a proposal if its pricing is materially unbalanced.

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

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

(End of Provision)