

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

1. REQUISITION NO. PAGE 1 OF 111  
 Orders paid via Government Purchase Card (GPC)

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
 36C24923R0026 03-30-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Shawn.hendricks@va.gov b. TELEPHONE NO. (No Collect Calls) 615-705-9064 8. OFFER DUE DATE/LOCAL TIME 05-01-2023 1PM CDT

9. ISSUED BY CODE Department of Veterans Affairs Network Contracting Office 9 (90C) Shawn Hendricks 1639 Medical Center Parkway, Suite 400 Murfreesboro TN 37129  
 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621610  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS Net 15 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE See SOW (Pages 35-37) for Specific Locations 16. ADMINISTERED BY CODE Department of Veterans Affairs Network Contracting Office 9 (90C) Shawn Hendricks 1639 Medical Center Parkway, Suite 400 Murfreesboro TN 37129

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE Government Purchase Card  
 TELEPHONE NO. UEI: EFT: PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  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
	Period of Performance: 05/12/2023 thru 05/11/2028  This solicitation uses Federal Acquisition Regulation (FAR) Part 15 Contracting by Negotiation procedures. Tradeoff Process, FAR 15.101-1  All Offerors shall be active/registered at System for Award Management (SAM) ( <a href="https://www.sam.gov">https://www.sam.gov</a> ) at the time of proposal submission, proposal evaluation, and award.  All Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns shall be active/registered at SBA's website (VetCert) at <a href="https://veterans.certify.sba.gov">https://veterans.certify.sba.gov</a> at the time of proposal submission, proposal evaluation, and award.  Home Oxygen services for the patients of the Tennessee Valley Healthcare System (TVHS), James H. Quillen VA Medical Center (VAMC) and the Memphis VAMC. See catchment areas on pages 35-37.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA Orders to be paid via Government Purchase Card 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  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

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 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED  
 Roxie Keese

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

**B.1 CONTRACT ADMINISTRATION DATA**

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C249

Department of Veterans Affairs

Network Contracting Office 9 (90C)

Shawn Hendricks

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other  Monthly in arrears, after receipt of an approved invoice

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

AMENDMENT NO	DATE

## **B.2 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.

### B.3 STATEMENT OF WORK

**1. GENERAL:** The Department of Veterans Affairs (VA) has a requirement for home oxygen services for VA beneficiaries throughout the Tennessee Valley Healthcare System (TVHS), the James H. Quillen VA Medical Center (VAMC) and the Memphis VAMC catchment areas (See 16. Catchment Areas:). A single Indefinite-Delivery Indefinite-Quantity (IDIQ) contract with a one-year base year and four one-year option years will be awarded to cover all of the VA locations referenced above.

**2. DESCRIPTION OF SERVICE/ INTRODUCTION:** 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 as defined in this Statement of Work (SOW); except for those items specified as Government Furnished Property. 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 furnishing warehouse space, surplus supplies, and in-home respiratory therapy visits for patients with ventilators. This includes providing a Quality Assurance Surveillance Plan (QASP) about how the contractor will comply with the requirements of the contract to include coordinating and managing patient care, deliveries consisting of pickup and delivery of supplies, briefing patient on proper use of equipment, documenting use of supplies and inspection of home in relation to home oxygen in accordance with The Joint Commission (TJC) concerning patient use/safety of home oxygen standards. The requirement includes providing 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. E, M6, C, D, M, H)[ex. A (smallest)-E (largest)H and/or M] and replacement parts; portable oxygen concentrator; refillable oxygen cylinders/concentrator; valve fireproof cannula; procurement/distribution of two types of oxygen and backup/spare parts; nasal cannula to include micro nasal cannula, high flow, pendant, nasal cannula with cushion ear piece, soft pronged nasal cannula/masks to include tracheostomy mask, bi-flow nasal mask, aerosol mask and replacement parts, and any interface, adapter or connection to enhance oxygen delivery/masks, tracheostomy mask, bi-flow nasal mask, aerosol mask 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); Contractor is responsible for delivery and associated services related to delivery/proper use of equipment

**3. OBJECTIVES:** The Contractor shall provide home oxygen services for VA outpatients. The Contractor shall furnish all labor, supplies, delivery, after-hours support, and storage of equipment, maintenance, and incidentals to provide home oxygen services to all beneficiaries of the TVHS, the James H. Quillen VAMC and the Memphis VAMC. Services include delivery, set-up, education, pick-up, cleaning, and preventative maintenance. Services apply to vendor provided and Government supplied equipment.

**4. SCOPE:** This SOW defines the effort required for the delivery, setup, education installation, and management of home oxygen services, in accordance with applicable TJC home care standards, to Veteran beneficiaries serviced by the TVHS, James H. Quillen VAMC and the Memphis VAMC. All issuing and follow-up care provided under this contract shall be provided in accordance with all current TJC standards. Contractor's facilities may be inspected by the VA prior to the contract award. The use of the term "beneficiary", "Veteran", "Patients", and

“patient” are used interchangeably and refer to the recipient of required supplies, equipment, and incidental services required under the contract.

The Contractor’s comprehensive procedure manual shall be provided to the Contracting Officer’s Representative (COR) at time of award of contract. The manual shall include, but not limited to, delivery/set-up, infection control, safety, rights and responsibilities, inventory, employee training (to include age specific), competency records, and performance improvement. The Contractor shall be required to have a Do Not Resuscitate (DNR) policy in accordance with State Regulations. A copy of the DNR policy shall also be provided to the COR at time of award of contract.

All services shall be performed in the Veteran’s place of residence or in a nursing home or assisted living facility housing the veteran. The area of service shall be all patients serviced by the TVHS, James H. Quillen VAMC and the Memphis VAMC. Should a veteran(s) be located within a zone that is not listed for that VA Hospital, but is within a zone listed through a separate VA Hospital, the Government reserves the right to purchase the services from the Contractor awarded the contract for the zone that the Veteran resides in. The geographical boundaries have been detailed in Section 16 herein and have been determined as the areas of responsibility/jurisdiction for each local VA Medical Center listed in Section 16.

The Contractor shall furnish, 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, seven days a week, including holidays shall be affixed to all equipment. The primary service areas covered by this contract include all counties specified in in the Service Area Section of the SOW. The Contractor shall provide all services and equipment in accordance with a Home Oxygen prescription (SF Form 513 or electronic facsimile) for each authorized patient. The Contractor shall not change or alter a Patient’s oxygen prescription or equipment requirements without a new prescription from the Patient’s VA physician.

VA owned equipment may be utilized in some instances when preferred. Such equipment will be delivered and serviced in accordance with these contract specifications but will be reimbursed in accordance with applicable line items stated in the Schedule of Supplies/Services. The installation of all machines and equipment by the Contractor shall be performed by a competent professional familiar with the nature of the equipment involved, and fully qualified under the laws of the State, in which the services are being rendered. Installation of all equipment shall be consistent with local Fire and Safety Codes in the respective area of the State and shall conform to National Fire Protection Association (NFPA) 99/101 (Life Safety Codes) NFPA (Oxygen Cylinder Requirements). This provision can be located at <http://www.nfpa.org/assets/files/PDF/ROP/51-F2001-rop.pdg>. The Contractor shall provide a safety/emergency checklist (may be included in the Initial Set-up/Periodic Maintenance Form) to be completed and signed by the veteran or his/her caregiver and retained in the beneficiary account folder. The Contractor shall ensure that all equipment is checked at manufacturer recommended intervals. A Contractor staff member shall conduct a check of the concentrator using a certified oxygen analyzer that is calibrated according to the manufacturer standards. The Contractor shall perform maintenance on equipment in accordance with manufacturer’s specifications. The Contractor shall change compressor inlet pre-filter and compressor inlet bacteria filter changes according to the manufacturer recommendations as applicable. The Contractor shall test the alarm at each maintenance check, changed as indicated but at least

annually. The Contractor shall be responsible for tracking and documenting maintenance of equipment in accordance with manufacturer specifications and providing these records for review upon request. The Contractor will furnish parts and labor for routine monthly maintenance to include, analyze concentrator, oxygen purity, check audible alarm, check/change filters. All preventive maintenance for Government-owned equipment must be in accordance with manufacturers' specifications. If any equipment performance issues are identified during routine maintenance checks, prompt action will be taken by the Contractor to ensure the equipment is performing according to manufacturer specifications. All repairs/parts required on Government owned equipment shall have prior approval of the Contracting Officer's Representative (COR).

**5. PERIOD OF PERFORMANCE:** A single IDIQ contract with a one-year base year and four one-year option years will be awarded.

## **6. GENERAL INFORMATION:**

**6.1. Quality Control:** The Contractor shall maintain an on-going quality control program to, objectively and systematically monitor and evaluate the quality and appropriateness of care, resolve any identified problems, and pursue any opportunities to improve patient care. The Contractor shall provide a self-assessment of compliance with this contract. Quality Assurance/Performance Improvement reports shall be provided quarterly of all findings, corrective actions, improvements and patient outcomes to the Contracting Officer and COR. The competency and Infection log shall be medical center specific and VA patient specific.

The Contractor and/or their representative shall be required to meet with the COR monthly to review performance and quality service to patients. Coordination of the date, time, and location of these meetings shall be coordinated by the Contractor with the COR.

Monthly Quality Improvement meeting minutes shall be recorded by the Contractor and provided to the Contracting Officer within 10 working days of the meeting. If at any time the COR and Contractor cannot resolve an issue, discussions will cease, and the Contracting Officer will be notified immediately.

a. The Contractor shall collect data on important processes and outcomes related to patient care and organizational functions at a minimum in the following areas:

1. Patient Focused Functions, Organizational Functions
2. Rights and Ethics (RI), Improving Organizational Performance (PI)
3. Assessment (PE), Leadership (LD), Care, Treatment and Services (TX)
4. Environmental Safety and Equipment Management (EC)
5. Education (PF), Management of Human Resources (HR)
6. Continuum of Care and Services (CC)
7. Management of Information (IM)
8. Surveillance, Prevention and Control of Infection (IC)

- b. The following functions shall be monitored by the medical centers: Surveillance, Prevention and Control of Infection, Staff competency, Patient Satisfaction, and Equipment Quality Control. The Contractor will be monitored pursuant with Quality Assurance Surveillance Plan (Attachment H-QASP). The Contractor is responsible for collection of the data required and their own internal monitoring for compliance. The Contractor shall provide a list of names to the COR of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period. The type of exposure shall also be identified. Report shall be required for the following areas at the indicated interval:
1. A Quarterly report on Patient Satisfaction. This report shall be for veterans served on this contract only.
  2. A Semi-annual report on Staff Competency. This report shall consist of the name of the employee, date of competency assessment and findings of this assessment.
  3. A Quarterly report listing the names of patients exposed to communicable diseases by contracted staff. The report shall identify the incubation period and type of exposure. Negative reports shall be required.
- c. The Contractor shall conduct Patient Satisfaction Surveys on a minimum of 5% or 30 patients; whichever is greater, of contract patients from each facility on a quarterly basis.
- d. The Home Oxygen Coordinator will consult with VA infection control staff regarding the need to contact exposed patients and/or complete any needed medical follow-up.
- e. The Contractor shall collect data about patient's and families' needs and expectations and collect data on staff views of current performance and opportunities for improvement. The important processes and outcomes will be measured on a continuing basis and the Contractor shall review, assess, and improve requirements.
- f. Applicable Form Revisions – If at any time during the life of the contract, a revision of any Contractor developed, VA approved, form is required due to regulatory or patient safety changes, the Contractor shall make those changes and resubmit the revised form to the COR and Contracting Officer for approval.

## **6.2. New Patient Set-Ups Oxygen Systems:**

- a. Initial set-ups are to be considered those beneficiaries who do not have a VA authorized oxygen therapy delivery system or ventilator and shall occur within 24 hours or next business day of the time the prescription is written. Orders for supplies and services will be placed by the COR or designee. Each order will contain the patient's name, social security number, home address, VA's plan of care for patient, as well as the physician's prescription, which will specify the liters per minute each patient is to receive and delivery system. The Contractor shall adjust the regulator per the prescription. The liter flow shall be changed only when furnished a new prescription, however the Contractor shall check the liter flow during the monitoring visits to make sure the liter flow still matches the prescription.

- b. The Contractor shall perform an assessment of the beneficiary's home and environment in accordance with TJC standards or equivalent accredited standards and maintain documentation of assessments in the individual patient file or folder.
- c. The Contractor shall notify the COR and prescribing physician during the home 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.
- d. The Contractor shall verbally notify and provide written documentation to the COR by the next business day of any unsafe conditions observed in the VA beneficiary's home and 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 written documentation of the safety hazard to the COR within five (5) business days of the incident. (Remove)
- e. The Contractor shall document and report to the VA Home Oxygen Coordinator and COR any patient who is noncompliant with safety guidelines set forth in the education and orientation material and/or whose behavior poses a risk of self-harm or harm to others (e.g., smoking includes marijuana, tobacco, e-cigarettes, or similar items while on oxygen), despite warnings and ongoing educational interventions.
- f. The Contractor shall ensure that electrical outlet is grounded before connecting equipment. If the outlets are not grounded the equipment shall not be set up and the COR and Home Oxygen Coordinator shall be notified. The Contractor shall furnish written documentation of the safety hazard to the COR within 24 hours.
- g. Any alterations to the Veteran's residence shall be the responsibility of the veteran.
- h. The Contractor shall take such safety precautions necessary to protect the lives and health of occupants in the patient's home. The VA shall notify the Contractor of any non-compliance with the foregoing precautions and the action to be taken. The Contractor shall, after receipt of such notice, immediately (within 24 hours) correct the conditions to which attention has been directed. The Contractor shall perform an assessment of the beneficiary's home and environment in accordance with TJC accreditation standards and maintain documentation of assessments in the individual patient's file or folder and provided to COR.
- i. The Contractor shall verify the presence of the smoke alarms and instruct the patient to test all smoke alarms monthly. In any home where smoke alarms are not present, the Contractor will notify the COR for further review and potential action. Question about providing smoke alarms.
- j. If the oxygen set-up is performed by a technician only, the visit shall be limited to set-up and instruction, solely focusing on the equipment use and safety and not providing instruction for the purpose of deriving the intended medical benefit. If the set-up visit is performed by a Respiratory Care Practitioner, in addition to set-up and instruction in the use and safety of equipment, the patient shall receive patient education relevant to his/her medical condition, the prescription, and on the intended medical benefit of the applicable home oxygen treatment. 24-hour or one business day follow-up by RRT

k. The Contractor shall provide to each VA patient a copy of the approved “Patient Instruction Booklet”. This booklet shall be placed in a durable binder with emergency and routine contact information properly annotated before the booklet is given to the patient. Instructions shall cover the use of all equipment delivered. The contact information for the TJC shall be provided in the booklet. The patient/caregiver and contract representative shall sign the approved “Documentation of Set up/Periodic Maintenance” and “Patient Training Checklist” acknowledging that the written and oral instructions have been provided. A copy of the signed documents shall be submitted to the COR within five workdays of the initial set up. Instruction shall be in accordance with TJC and CMS standards.

(VA Home O2 booklet)

The Patient Instruction Booklet shall include connection, removal, emergency procedures and toll free or collect phone number of Contractor for emergency repair. The instructions shall be consistent with patient education information provided by VA to the patient. The Contractor must have the patient provide a return demonstration of appropriate use of equipment. The Contractor shall install “No Smoking, Oxygen in Use” signs in each patient’s residence. The Contractor shall initially test the smoke alarms to ensure proper function at the time of the initial set-up.

l. Initial Set-up Instructions to Patient and Caregivers: The Contractor shall provide patient or caregiver education that is written and oral and require the patient/caregiver to demonstrate their ability to perform the function(s) prior to leaving the equipment in the patient’s home. Any written material shall be written in English. In the case of the beneficiary not speaking English, the Contractor shall advise the COR. The Contractor shall provide patient or caregiver education that is written and oral at a clearly understandable level of reading and in an easily readable font in the following subject areas:

1. Equipment:

- Infection control, cleaning, handling, and storage
- proper equipment usage
- equipment knobs, controls, buttons, outlets, and inlets
- power source, electric, battery, compressor air, oxygen and UL approved
- troubleshooting the equipment and system alarms
- daily maintenance
- equipment settings as prescribed
- proper equipment exchange/replacement, for example: cannulas or the circuit if patient is on a ventilator
- fire safety valves
- how to attach the resuscitation bag to the oxygen source
- how to complete the home ventilator monitor record if on a ventilator

2. Emergency Procedures and how to respond to:

- Power failure
- Equipment failure
- Ventilator users and their caregivers must be prepared for equipment failure, disconnects, and power outages, especially if using 24-hour ventilation

3. Electrical and fire safety precautions – stress the importance of displaying a “No Smoking, Oxygen in Use” sign at the entrance or inside the home to alert visitors that oxygen is in use.

4. Practicing regular safety drills helps prepare for emergencies

5. Keeping a manual resuscitator, such as a bag valve mask (Ambu bag).
6. Fire safe cannula
7. Fall prevention at home
8. Do's/Don'ts information
  - Do not smoke or allow others to smoke when using oxygen
  - Do not keep equipment and cannulas near heat or flames
  - Do not use underground electrical equipment near oxygen unit
  - Do not place electrical appliances within 6 feet of oxygen unit
  - Do not use extension cords
  - Do not use oils, grease, or any type of petroleum products on oxygen equipment
  - Do not leave oxygen equipment on when you are not using it
  - Do not run oxygen tubing under rugs, carpet, or bedding

Do's

- Do call (vendor phone) if you have any problems with your equipment
  - Always use your oxygen in well ventilated areas
  - Have functioning smoke detectors
  - Always plug oxygen concentrators into grounded (three-pronged type) plug
  - Do have and practice emergency exit plan from your home
  - Do store oxygen cylinders in approved racks or flat on the floor
  - Do notify your local fire department that you are using oxygen in your home
9. Proper use of prescribed oxygen administration device(s), regulator(s), flow meter(s), and fire safe valves.
  10. Patient rights and responsibilities
  11. Instruct patient to check smoke alarm monthly. Encourage patient to have a functional fire extinguisher and check monthly.
  12. Provide written materials on the hazards of smoking at initial set up and every 6 months.
  13. Provide continuing education in use as needed or directed by a licensed Department of Veteran Affairs Certified Respiratory Therapist (CRT) or Registered Respiratory Therapist (RRT). All education material provided by the Contractor shall be initially reviewed and approved by the COR and Veterans Affairs Pulmonary or Respiratory Chief/ Director/Supervisor or designee within the Pulmonary/Respiratory Section. Any changes to educational materials shall need to be approved through the COR before dissemination to the patients.

m. 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. At the time of the refusal the Contractor shall have the veteran sign a letter of refusal. Any veteran refusing to accept oxygen equipment or supplies prescribed by the VA shall sign the approved Visit Documentation form, noting their refusal (AMA Form). The contracted employee shall also sign the form and shall report the incident to the COR immediately (within 24 hours or one business day). The signed form shall be submitted to the COR along with the next monthly invoice. No payment will be made for refusal of items. Payment for monthly rental, service or supplies will not be rendered without this required documentation. be approved by the COR prior to issuance to the patient or caregiver.

**6.3. Patient Visits:** All patients receiving services under this contract shall be visited by a contract representative on a monthly visit. This applies to VA and/or Contractor owned equipment. In the event a monthly visit will not occur, the COR will be notified and provided with details regarding any attempts to contact the Veteran to schedule services.

The Contractor shall notify the COR or their designee during the home visit if the Contractor's staff determines that the presence of oxygen in the home presents such a danger that the oxygen shall be removed, or in the case of an initial set-up, not placed in the home. Unsafe conditions may include, but are not limited to, fire safety hazards, oxygen safety hazards, Patient abuse, or any instance that places the Patient or Contractor's staff in immediate danger. The Contractor shall contact the COR or designee by phone during the home visit and furnish (via fax or encrypted email) written documentation of the safety hazard to the COR or their designee within five (5) business days of the incident.

The Contractor shall document and report (via fax or encrypted email) to the COR or their designee, within five (5) business days of the service, any Patient who is non-compliant with safety guidelines set forth in the education and orientation material and or whose behavior poses a risk of self-harm or harm to others (i.e. smoking while on oxygen) despite warnings and ongoing educational interventions.

If the COR or their designee decide that the ordered equipment cannot be safely installed, an alternative oxygen delivery system shall be provided after approval until new prescription can be obtained.

Monthly assessment shall be required for all Ventilator Patients by a CRT/RRT. A CRT/RRT is also responsible for quarterly visits to tracheostomy patients with compressors. A CRT/RRT may also be required to perform visits in addition to the above for problems that arise as requested by COR. The annual and patient problem assessment charges shall be per patient and each patient is to be listed and charged as a separate item on the monthly invoice (no lump sum charges).

**6.4. Place of Performance:** The work to be performed under this contract will be performed in the Veteran's place of residence, VA Medical or VA authorized Facilities for patients being discharged who require oxygen for travel to their residence. The area of service shall be all patients serviced by the TVHS, James H. Quillen VAMC and the Memphis VAMC, regardless of where patient resides. The equipment needs are subject to change as determined by the prescribing physician. Contractors shall have a facility or resources physically located in the geographic area in which they shall provide service for.

**6.5. Hours of Operation:** The contractor is responsible for conducting business, between the hours of 8 am through 4:30 pm, in the applicable local time zone, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

**6.6. Recognized Holiday:** Recognized Holidays: The Contractor is required to perform services 365 (366 leap year) days a year, **to include all holidays.**

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth	

**6.7. Special Qualification:**

- a. Each branch office or distribution point shall meet or exceed all applicable TJC 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 turned over to the new Contractor as part of the Phase In/Phase Out upon the termination or non-renewal of this contract.
- b. The Contractor shall have written policies and job descriptions that specify staff requirements to 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. Contractor shall provide the CO/COR or designee with documented competency training to deliver prescribed supplies/cylinders/liquid oxygen (LOX) as required to each patient as needed.
- c. The 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).
- d. The Contractor shall internally maintain a patient account folder holding all documentation related to the supplies and services provided in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA). All patient files are subject to review by designated VA officials and accreditation surveyors on behalf of the VA during accreditation surveys or consultation. At a minimum the patient folder shall adhere to current TJC standards for patient record keeping.
- e. The Contractor shall provide upon request all Contractor personnel files, which shall comport to Federal & State laws/regulations which shall contain information relative to the contract requirements for everyone providing services in support of this contract. Information should include experience, training records, performance reports and any certifications/licenses.
- f. The Contractor shall provide CO/COR or their designee with a list of all employees currently competent to perform delivery/recovery and patient education services at the time the contract is awarded and through the life of the contract whenever there is a change to staffing. COR or their designee shall inspect employee files at the time of the inspection of Contractor premises and vehicles. Employee files shall be maintained at the local contract site.

**6.8. Scheduled Appointments:** The Contractor shall visit the beneficiary's residences in performance of this contract at least once every month by appointment only. The Contractor is responsible for scheduling the appointments to the beneficiary's home 24-48 hours prior to the appointment. On each scheduled setup/delivery the Contractor shall reassess the need to instruct the beneficiary on the use and care of the equipment and

supplies as necessary. The Contractor shall complete an evaluation and written report and as a minimum shall include the following data:

- a. Date of visit
- b. Name and social security number (SSN) of beneficiary using the equipment
- c. Revised plan of service as needed.
- d. Review of prescription, verify % of concentration
- e. Record of manufacturer, model, serial number, lot number or asset number and hours on the concentrator or other equipment. All serial numbers on VA owned and rented equipment shall be kept on file in Contractor's main office.
- f. Inspection results of liter flow rate in monitoring patient compliance (as compared to prescription)
- g. Monitor compliance on prescription (Liters Per Minute, hours per day)
- h. Inspection compliance of intake filters (exchange or clean by patient)
- i. Follow-up education and/or reinforcement of compliance documented including smoking education-posted no smoking signs, and fire safe valves. Contractor should remind patient to test smoke alarm and inquire about presence of fire extinguisher. Contractor should report any evidence of smoking in the home by Veteran or family members.
- j. Recommendations and/or problems relating to the patient's use of the equipment
- k. Inspection for proper function of all equipment (i.e. internal/external batteries, settings, humidifiers, aspiration machines, filters, temperature probes, and nebulizers)
- l. Assessment of infection control procedures and the general home environment.
- m. A report shall be developed by the Contractor signed and dated by the Contract staff and the VA beneficiary caregiver. A copy shall be left with the beneficiary. The reports shall be submitted to the COR in alphabetical order with the monthly bills within 10 business days of the month following service.

**6.9. Delivery Requirements** At no time shall equipment and/or supplies be left outside the patient's home, left in driveway, carport, garage or doorstep.

Delivery Documentation Requirements: Documentation of monthly oxygen cylinder deliveries and periodic maintenance of oxygen concentrators and ventilators shall be accomplished by submitting evaluation forms signed by the patient and/or authorized patient representative acknowledging receipt of said services. The RRT/CRT or driver

will sign the evaluation using his/her title to confirm delivery of equipment. This form shall be maintained in the patient's record. A copy of the evaluation shall be forwarded to the COR with the invoice. Should the patient refuse the monthly visit by the Contractor, the Contractor shall document this in their notes on the approved, "Against Medical Advice" form. The COR is to be notified of patient's visit refusal by faxing the signed form to the COR within 24 hours.

**6.10. Patient Rights and Responsibilities:** The Contractor shall provide a copy of VA approved "Patient Rights & Responsibilities" and any applicable information concerning advance directives during initial setup to all patients.

**6.11. Discontinuation of Home Oxygen Services and Pick Ups:** The Contractor shall pickup all equipment and supplies within 24 hours after being advised by the family of a patient's death or by the COR of a stop oxygen order. Additional billing will not be honored for any time after the date of the cancellation notice. The date and time of equipment pickup shall be coordinated with the patient and/or next of kin and/or significant other. The Contractor shall make every effort to meet the beneficiary's or family's requests to pick-up equipment before or after funerals or family gatherings relative to beneficiary funerals. The Contractor shall treat such requests with the utmost courtesy and give such requests the highest priority. This cancellation may be in the form of a letter, fax, or telephonic communication (confirmed in writing). A Veteran's home oxygen shall automatically terminate on the date of his/her death. The COR will notify the Contractor as soon as he/she is aware of the patient's death; likewise, the Contractor shall notify the COR if she/he is first to be aware of the death. Payment for oxygen shall be prorated for final month's billing. Home oxygen cannot be stopped at any time unless written orders have been received from the COR or Pulmonary Physician of the VAMC.

**6.12. Equipment Maintenance/Repair:**

- a. Contractor shall have written equipment preventive maintenance policies and procedures that will ensure scope, sanitary conditions, and that equipment is in good working conditions as intended for the patient's home.
- b. Contractor shall maintain a system for tracking all equipment preventative maintenance by model and serial number. The safety and working condition of the equipment shall be monitored on an ongoing basis, including maintaining preventative maintenance logs, calibration logs, recalls, logs of oxygen cylinder lot, batch numbers, (to facilitate immediate location identification for possible retrieval) and the results documented by serial number. This documentation shall be maintained for the term of the contract.
- c. Only qualified technicians with documented training according to contract – the Contractor shall educate, evaluate and document employee education in strict accordance with current JC and Center for Medicare Services (CMS) Accreditation standards, further only employees that have been properly trained and demonstrated competency may perform equipment deliveries, recovers, and patient education on the equipment will provide maintenance/repair to this equipment. The Contractor shall perform a formal preventive Maintenance Inspection (PMI) immediately before stored equipment is issued.

- d. The Contractor shall have a written recall plan or system in place for identification of equipment recalls, hazardous or defective equipment, and action taken.
- e. All preventive maintenance for Government-owned equipment must be in accordance with manufacturers' specifications. If any equipment performance issues are identified during routine maintenance checks, prompt action will be taken by the Contractor to ensure the equipment is performing according to manufacturer specifications. All repairs/parts required on Government owned equipment will be required to have prior approval of the COR.

**6.13. Ventilators:** Full Ventilator Support: The VA provides the patient with two ventilators, each with a backup battery support, spare breathing circuits and a self-inflating resuscitation bag. The backup system provides continuing equipment function for a minimum of 48 hours backup support capacity.

- a. Unit(s) can be Government owned or Contractor owned. Utilize a 110 VAC or 220 VAC, 50/60 HZ power supply source. A minimum of one hour operation on internal battery; volume ventilator; brush-less induction; piston 100 to 2200 ml; alarm silence reset; push-button battery test; rotary switch to set ventilator operating mode; High alarm/limit; push to turn knob to set volume; rotary switch to set breathing rate; and delivery of set volume; push to turn knob to set pressure level for detecting breathing effort; continuously adjustable from -10 to +10 cm H2O. Port for connection to the proximal pressure line of the patient circuit, 22 mm port for connection to bacteria filter, port for connection to the exhalation valve of the patient circuit. For example, the following equipment is or was used for VISN 9 patients: The main ventilators used are the LP6 volume ventilators, LP10 volume ventilators by Acquitron Medical, and/or PLV-100 and PLV 102 by Lifecare International or equal. The Contractor shall furnish ventilators as prescribed by a licensed and privileged VA physician/provider. The below ventilator settings will be sent to the Contractor. The monthly ventilator sheet used by the Contractor should be sent to the Respiratory Home Oxygen Coordinator for review.

1. Ventilator settings/mode
2. Ventilator alarms
3. Actual high and low alarm parameters
4. Actual tidal volume and rate Compliance
5. Patient pressure
6. Breath rate – ventilator
7. Breath rate – Patient

8. Tidal volume
  9. Breathing effort
  10. Inspiratory time
  11. Oxygen concentration (fractional inspired oxygen (FiO<sub>2</sub>) or LPM), if necessary
  12. Positive End Expiratory Pressure (PEEP), if applicable
  13. Pressure Support, if applicable
- b. 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.
  - c. The Contractor shall perform an assessment of the Patient's home and environment, at least every 30 days (or if required due to Plan of Service changes) in accordance with TJC accreditation standards and maintain documentation of assessments in the individual Patient file or folder.
  - d. The Contractor shall check the adequacy of the electrical outlets in the Patient's home and report unsafe conditions to the COR or their designee via phone call during the home visit. VA is not responsible or liable for any unsafe electrical conditions caused by the Contractor. Any alterations to the Veteran's residence shall be the responsibility of the veteran.
  - e. The Contractor shall verify the presence of working smoke alarms and instruct the Patient to test all smoke alarms monthly and include this verification in the documentation of assessment. The Contractor shall document (via fax or encrypted email) any home where smoke alarms are not present and fully functional, the Contractor shall provide this notification to the COR or designee within five (5) business days of the service.
  - f. The Contractor shall provide documentation (via fax or encrypted email) to the ordering facility's COR showing that they trained the Patient or caregiver on how to check the battery
  - g. The Contractor shall provide the Patient and/or caregiver with enough supplies to ensure that the ventilator tubing/circuits are changed every seventh (7<sup>th</sup>) day, or as per manufacturer's guidelines with two (2) in reserve all the time.

- h. The Contractor shall provide the Patient and family/care giver with training at the Medical Center prior to discharge upon the COR or designee's request.
- i. If the VA physician requires an additional assessment the COR will coordinate the assessment. The Contractor shall provide documentation (via encrypted email or fax) to the ordering facility's COR. Ventilator assessments shall be made to ventilator patients who reside in their homes, nursing homes or other non-VA facilities. (VA or Contractor owned equipment).
- j. Ventilator Home Assessments shall include the following:
  - 1. Electrical inspection of the home for ground fault
  - 2. Presence of smoking
  - 3. Presence of smoke detectors
  - 4. Location of ventilator placement, (will the caregiver be able to hear ventilator alarms?)
  - 5. Clean area of where the ventilator will be placed to ensure no cat dander or hair that will block off the ventilator filter
  - 6. Fire safety plan will the Veteran be able to get out of the home safely in the event of a fire.
- k. Provide all labor, services and supplies for monthly assessments by RRT/CRT to assess all VA patients with VA owned and/or Contractor owned ventilator equipment. Internal and external batteries are included in the monthly equipment check.
- l. Equipment checks will be in accordance with the most recent updates pertaining to TJC requirements and manufacturers printed recommendations. No "hands on" patient care is included. The Contractor will return all Contractor owned ventilators to the manufacturer at Contractor expense when ventilator preventive maintenance is due (Per Manufacturer's Preventive Maintenance Instructions). The Contractor shall provide a ventilator until the ventilator is returned to the patient at no charge to the VA. The monthly assessment cost is all inclusive of ventilators and includes ventilator assessment, delivery if applicable set-up, patient education and training, monthly visit by licensed respiratory therapist and a back-up ventilator as applicable. Pickup may consist of pick up from VA facility and delivery to beneficiary's home. In the event the Government-owned equipment fails and requested to provide rental ventilator or when providing a back-up unit during preventive maintenance for Contractor owned ventilator, the Contractor will provide the same make and model as the existing ventilator being used by the patient. If the government owned ventilator is removed to perform the recommended manufacturer's preventive maintenance inspection, the Contractor may be requested to provide a back-up to the government at the rental charge specified in line 7. Provide cost per patient.

- m. The cost submitted under ventilator line items 7-8 shall be dependent on whether the patient has 24-hour continuous ventilator with backup unit (2 ventilators) and/or one ventilator. All patients with equipment providing partial ventilator support (not life dependent) a backup system, which includes a self-inflating resuscitation bag and a spare breathing circuit, must be provided.

**6.14. Performance Requirements: Fire Safety Valves:** The Contractor shall provide and install two (2), bi-directional fire safety valves and connecting tubing for Veterans with a stationary oxygen source (concentrator) as well as any portable oxygen therapy equipment unless there is a documented clinical contraindication (e.g., patient using heated humidity, patients with flow rates in excess of 25 Liters per minute, patients with behavioral conditions that make use of bidirectional thermal fuses impractical). At the time of installation, education must be provided to the patient describing the proper use and placement of thermal fuses, including that a thermal fuse does not make it safe to smoke, be near people who are smoking, or be near any source of sparks or flame while using oxygen, does not prevent flash burns and are not intended to replace other home safety habits and precautions. Once the initial set up is completed the Contractor shall change out the bidirectional valves at the end of their expected life per the manufacturer's guidelines. Thermal fuses must be replaced if actuated or involved in a fire. Veterans will not be issued the bidirectional fire safety valves for portable pulse dose/intermittent oxygen therapy equipment when the equipment does not have a continuous flow setting. The Contractor shall also provide for the replacement of single valves and connecting tubing for damaged or lost items.

**6.15. Contractor Furnished Items for Reserve Supply:** An adequate supply of portable cylinders with oxygen, regulator, conserving device, carts and safety stands, and accessory items shall be provided to each VAMC to keep on hand to accommodate home oxygen patients who are being discharged from the hospital or are visiting the Medical Center and require a tank of oxygen to get them home. The portable tanks used will be added to the specific patient's monthly statement. Portable oxygen system including cylinders shall include a portable tank holder equivalent to the number of portable tank(s) supplied.

**6.16. Oxygen Refills:** Upon delivery of oxygen refills, the Contractor shall inspect the patient's existing equipment and supplies and clean, sterilize or replace the prescribed allotment used. The Contractor shall report to the VA COR any identifiable changes in the patient's medical status, treatments, address changes, and any problems that may warrant the attention of the VAMC. The Contractor shall contact the COR within two (2) workdays if the patient has not been home for two consecutive monthly visits. Should the patient refuse an order, the Contractor shall have an approved "Against Medical Advice" (AMA) form signed by the patient.

#### **6.17. Response Timeframes**

- a. Response time on all calls for equipment set-ups shall be made within 24

hours of receipt of signed physician's order. Response time on all calls for equipment exchanges and/or repairs shall be made within 24 hours of receipt of notification by COR.

- b. If arrival is delayed, the Contractor shall advise the veteran and COR immediately of status, and work with the Veteran/Caregiver to establish an acceptable time.
- c. In the event service shall be not furnished within the time frames listed, the VA reserves the right to obtain the services from another source and to charge the Contractor with any excess cost, which may result from such action.
- d. If service required is due to malfunctioning of equipment, the VA will not be charged for the service call.
- e. The Contractor shall authorize local representatives to communicate directly with authorized VA staff, and will not restrict communication to contact through corporate offices.

**7. Transition Period:** The Incumbent Contractor shall continue to provide services at the contract prices while the incoming Contractor is taking over.

A ninety (90) day phase-in/phase-out period, effective on the contract effective date, shall be required, to facilitate a potential change in Contractors upon expiration of the current contract and to ensure continuity of service for patient care. This period shall be designated as a period for the transfer of patients from the incumbent to the successor Contractor. The Incumbent Contractor shall provide both the incoming Contractor and the Contracting Officer Representative with a copy of the transition schedule.

**7.1. Phase In:** The incoming Contractor shall replace all appropriate VA authorized (incumbent Contractor-owned) equipment presently located in residences of beneficiaries with the incoming Contractor's equipment as soon as possible after award, but not to exceed ninety (90) days from date of contract award. Incoming Contractor shall coordinate with the incumbent Contractor during the transition period relating to the removal of the incumbent Contractor's equipment from the Patient residences. The change shall include delivery, setup, and instruction as further specified herein, and shall be accomplished without disruption in supplies and services to the veteran or the VA. Transition date of each beneficiary shall be noted, to include the transfer of responsibility regarding Government Furnished Equipment (if applicable). The billing period shall begin on the noted transition date.

Payments shall be assessed based on the providers established rate and prorated from setup date. Prorated monthly rates are based on a 30-day month.

**7.2. Phase Out:** In accordance with FAR 52.237-3 Continuity of Services, the Contractor realizes that the services being provided under this contract are vital and must be continued

uninterrupted. The outgoing Contractor shall not remove any equipment from the beneficiary's residence until replacement equipment has been installed. The outgoing Contractor shall coordinate transition of equipment / services with the incoming Contractor as soon as possible, but not to exceed ninety (90) days from date of contract expiration. If additional transition time is required beyond contract expiration, 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.

To ensure a seamless transition period, the new Contractor must be able to provide an allotment of cylinders for replacing incumbent vendor's inventory during the phase-in period. An additional allotment of cylinders will be required to complete refills and other new set-ups at the next monthly visit. Upon request, the successful Contractor will be required to show what ability to acquire the inventory and fulfill the contract. For reference see the current allotments for each station in the chart below.

<b>Station</b>	<b>Replacement Tanks</b>	<b>Refill Tanks</b>
Memphis	4,300	2,007
Mt. Home	13,000	5,566
Tennessee Valley	17,300	7,245

**7.3. Performance Requirement: Emergency Services:** The Contractor shall provide 24-hour emergency service, 7 days a week, including holidays, including replacement and/or back-up equipment when necessary. The Contractor shall respond to the emergency phone call within one (1) hour of notification. Service required shall be completed within eight (8) hours after notification. An emergency exists if the COR (or Designee) informs the Contractor that he/she considers the situation an emergency, or if the patient states in a telephone call to the Contractor that an emergency situation exists in regard to the function of the home oxygen equipment or use of the equipment. The Contractor shall follow up with the COR within 24 hours with written details of patient emergency.

**Emergency Management Plan:** The Contractor shall provide a written emergency management plan, in accordance with TJC standards. At the time of set up Contractor shall provide beneficiaries with a telephone number to call if there are any questions or additional information is required and instructions for what to do in a natural disaster or other emergency.

**7.4. Travel Services:**

- a. The Contractor shall be responsible for coordinating all services for veterans who travel and are covered by this contract. Travel is defined as those occurrences in which the beneficiary

stays away from their domicile overnight. Patients shall be instructed by the Contractor and VA staff to notify the Contractor and the VA resident facility at least two (2) weeks before intent to travel and four (4) weeks if they are permanently relocating. Patient shall be responsible for coordinating transportation of oxygen/equipment with their respective airlines.

- b. Veterans covered within the purview of this contract shall be authorized, excluding medically related travel, a maximum of 30 days travel, with a maximum of 2 set-up charges within one calendar year from the latest prescription date. Any other costs shall be the Patient's responsibility.
- c. The Contractor shall provide veterans traveling and covered by the contract all oxygen services hereunder at the contract rate utilizing Contractor furnished equipment only. The Contractor shall provide equipment setup by licensed CRT/RRT at designated travel destinations for Veterans receiving care at a covered geographic area within VISN 9. The Contractor shall invoice the resident Facility monthly for the services rendered under this contract.

#### **7.5. Out of Service Area Patients:**

- a. When the Veteran is temporarily traveling/relocating, outside of the contracted area, the Contractor shall coordinate oxygen requirements if that Contractor has a subsidiary office located at the temporary destination. If not, the resident VA facility shall coordinate with the VAMC nearest the Veteran's destination to make these arrangements.
- b. 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 30 days prior the permanent relocation
  - 2. Provide the Veteran with up to a 90-day supply of Oxygen/Ventilator Supplies or until the Veteran has setup service in the new location
  - 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.
- c. Travel outside the continental United States is not covered under this contract. Continental United States doesn't include Alaska and Hawaii. Veteran shall be responsible for all travel arrangements and for obtaining oxygen services when traveling outside the United States.

#### **8. Equipment Specifications**

Line Item 1. Medical Oxygen Concentrator System (Stationary and Portable): The Contractor shall furnish, install and service all oxygen equipment to dispense oxygen and supplies ordered under this contract. All equipment shall be current state of the art model and all supplies are to be new. A label with the Contractors name and emergency phone number where they can be reached 24 hours/day shall be affixed to all equipment.

Standards and guidelines are as follows:

- a) The American Respiratory Care Foundations for Respiratory equipment used in the home Underwrite Laboratory (UL) approved and the most recently developed in the field at the time of use ([www.aarc.org](http://www.aarc.org)).
- b) American Society for Testing Materials (ASTM) minimum standards specification for electrically powered home care portable ventilators ([www.astm.org](http://www.astm.org))
- c) Association for the Advancement of Medical Instrumentation AAMI ([www.aami.org](http://www.aami.org))
- d) TJC, current year standard [www.JointCommission.org](http://www.JointCommission.org).
- e) Appropriate state board for licensed professionals
- f) The American Respiratory Care Foundations for Respiratory Equipment Used in the Home
- g) VHA Handbook 1173.13 Home Respiratory Care Program  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=349](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=349)

This system includes the following Contractor owned equipment: Regulator/Flow meter, 50 ft. length nasal tubing, nasal cannula, humidity jar, venturi masks, adult tracheostomy mask, emerging heaters for heated mist, trachea “T” adapter with drainage bags, and Liter Flow Restrictor when prescribed by VA physician. Only Trachea patients will need the heated mist. Estimate approximately 5% of the patients for each medical center may need this. The concentrator shall provide at a minimum 93% +/-3% oxygen concentration at a regulated flow of 1, 1.5, 2, 2.5, 3, 3.5, 4, or 5 liters per minutes. Unit must allow operational simplicity and be equipped with a simple flow rate of oxygen. Oxygen flow rate to be set in accordance with VAMC Physician prescription. The unit shall be equipped with a built-in “Alert System” and be self-testing each time the unit is turned on. During normal operation, this alert system shall have the capability of notifying the user that it may be necessary to switch to an alternate source of oxygen. The size and weight of the unit shall allow the user to realize maximum mobility. The unit shall be double insulated, and compressor thermally protected. The unit shall be 115 volts, 60 Hz, 15 amps/430 watts household circuit current; grounded internally or plug into a three-prong wall outlet appropriate for the VA beneficiary’s home (outlet adaptors are not acceptable). Must have UP approval. The alert system shall operate without degradable cells.

The Contractor shall provide a 48-hour emergency backup system in the event of a power failure or when it is necessary to shut down the concentrator(s). The back-up system will normally consist of one “H” tank equipped with safety stand attached securely to the bottom and with a medical oxygen regulator, all in proper working order. The supply shall account for each patient’s prescription flow rate and distance from the Contractor’s location, so actual supply levels may differ from patient to patient. If the back-up system is used because of power outage or equipment failure, the Contractor shall refill the “H” tank system at no expense to the VA. The veteran shall be instructed that the “H” tank is an alternate supply of oxygen and is to be used ONLY in the event of a power failure or

emergency shutdown of the concentrator. The substitution of an equivalent supply of “M” tanks for those veterans whose residence will not accommodate the “H” tank will be acceptable.

The cost of backup systems, backup oxygen, and backup equipment shall be borne by the Contractor. If H tanks are used for backup, the Contractor shall furnish an H tank stand for each H tank at no cost to the Government. Liquid oxygen supply may be considered backup oxygen however, the oxygen supply must be at a prescribed rate of flow for 24 hours and the cost of any additional equipment such as extra stationary units used solely to maintain the minimum level of backup oxygen shall be borne by the Contractor. The cost of liquid oxygen used solely for backup purposes shall be borne by the Contractor.

Oxygen: Shall be United States Pharmacopoeia (U.S.P.) oxygen.

Line Item 2. Portable Unit “E”/M-6/D/C Tanks: The portable tanks shall be authorized for use as a portable unit for hospital visits. These shall be in addition to the concentrator system. Filling or refilling portable tanks includes oxygen and tank rental. Portable cylinder system shall include:

Oxygen Regulator/Flow meter 0-15 LPM, small cylinder yoke connection

Portable cylinder-Aluminum

Mobile Cart for E cylinder or shoulder bag for smaller cylinder

Cylinder Wrench

Cylinder Stand

Conserving device

Line Item 3. Valves: Valves shall comply with American National Standard B57.1-1965, “Compressed Gas Cylinder Valve Outlet and Inlet Connections”. Every flow meter shall be constructed with a back pressure compensated Thorpe Tube.

Line Item 4. Liquid Oxygen System: Includes labor, transportation to delivery, set up and provide patient/caregiver education for one complete home liquid oxygen system. A complete home oxygen system includes 40 Liter liquid capacity reservoir, capable of delivering 0-15 liters of oxygen with maximum flow duration at 2 LPM continuous flow (not less than 275 hours), regulator, flow meter, humidifier, nebulizer, cannula or mask with tubing, and reservoir roller-base. LOX setups shall include a TJC approved backup system and portable system. Includes follow up visit in the first month. Contractor may furnish aluminum or steel type of cylinders.

Line Item 5. Liquid Oxygen System Refills as required, price per pound.

Line Item 6. Portable Liquid Medical Oxygen Conserving Device Unit: System to include the following vendor owned equipment: nasal cannula, Venturi mask, Tracheostomy-mask, 30 ft. length of nasal tubing, Minimum 75 lb. reservoir (easily

maneuverable on casters) and one (1) lb. portable tank with shoulder straps and/or carrying case for easy mobility. The unit must provide a regulated flow of 1 to 6 liters of oxygen per minute.

Line Item 7. Contractor Owned Ventilator Rental: Rental (monthly) of ventilator including delivery, set-up, (including supplies) patient education, and training and monitoring visits. For all patients, with medical equipment providing partial ventilator support (not life dependent), a backup system, which includes a self-inflating resuscitation bag and a spare breathing circuit must be provided.

Line Item 8. Government Owned Ventilator Care: Provide all labor, services and supplies for monthly assessments by an RRT/CRT to assess all VA patients with VA owned and/or Contractor owned ventilator equipment. Internal and external batteries are included in the monthly equipment check.

**Patient required ventilator supplies, must always be kept on hand by the Contractor.**

Line Item 9. Annual and Emergency Assessment by RRT/CRT (O2 Patients): Provide all labor, services and supplies for yearly and emergency assessment by an RRT/CRT for oxygen patients. The annual and patient problem charges are to be per patient and each patient is to be listed and charged as a separate charge (no lump sum charges). Provide cost per visit. Emergency case estimates cannot be determined.

Line Item 10. H Tank Rental: This rental is for patients whose primary oxygen delivery system is the H tank as prescribed by the VA physician. No other delivery system (example concentrator or liquid system) will be in the patient's home. This line item does not cover the costs associated with the H tank backup requirement in Line Item 1.

**Medical Compressed Air:** Medical compressed air shall conform to compressed Gas Association Pamphlet G-7, "Standard for Compressed Air for Human Respiration, Type 1, Medical" which may be obtained from Compressed Gas Association Inc, 1235 Jefferson Davis Highway, Arlington, VA 22202. The FDA's Compressed Medical Gases Guideline, revised February 1989, shall also be adhered to. Oxygen shall be furnished in cylinders and/or liquid dispensing systems that are in accordance with the requirements of the Interstate Commerce Commission Regulations and the specifications set forth in Code of Federal Regulations (CFR) 49. All oxygen provided shall be United States Pharmacopoeia (USP) oxygen.

**Cylinders and Containers:** Cylinders and other containers for gaseous and liquid forms of gases shall comply with Department of Transportation (DOT) specifications and (Title 49 - Transportation, Code of Federal Regulations) on packaging, labeling, etc. for medical gases. It shall also comply with the Federal Food, Drug and Cosmetic Act. All cylinders shall be in accordance with Interstate Commerce Commission Regulations, and transport cylinders in accordance with Code of Federal Regulations (CFR) Part 49, US Dept of Transportation. "H" cylinders furnished by Contractor shall have "H" safety stand at no

additional charge to the Government. This stand remains Contractor owned. All cylinders are to have a fixed flow regulator, which has been pre-set in accordance with physician's prescription. If the Contractor has reason to believe someone changed the flow rate the Contractor shall notify the COR immediately. The Contractor shall deliver only full tanks of oxygen regardless of size. All cylinders for patient use are to be secured by cylinder racks. The Contractor shall maintain a log of cylinder lot and batch numbers, which shall facilitate immediate location identification for possible retrieval. In addition to marking of cylinders required by law, the markings shall comply with the American National Standard Z48.1-1954 (R1971), Method of Marking Portable Compressed Gas containers to identify the material contained.

Line Item 11. H Tank Refill: Cost per tank refill

Line Item 12. Compressor: High volume air compressor capable of producing 8-15 liters per minute, supplies consist of Trachea collar "T" piece or mask or reusable type aerosol corrugated home 6-inch, large volume nebulizer with adapter, reservoir filled with 2000 ml sterile water. If unit is Government owned, the Contractor is still responsible for all expendable supplies for unit.

Line Item 13. Fire Safety Valve: Line item to provide initial set of 2 bidirectional fire safety valves and connecting tubing per patient for the for the patient's primary oxygen therapy equipment as well as any portable oxygen therapy equipment 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 bidirectional thermal fuses are not provided due to clinical contraindication, this must be documented in the patient's medical record. Bidirectional Thermal fuses are not required for portable pulse dose/intermittent oxygen therapy equipment when the equipment does not have a continuous flow setting. Replacements for single bidirectional valves and connecting tubing (pricing) for damaged or lost items. This price also includes patient education on usage, fire safety (what bidirectional valve will and will not do), and instruction that bidirectional valves are for the concentrator and any portable oxygen delivery system that does not provide pulse dose/intermittent oxygen therapy). Patient education will be noted on the Plan of Care/Service. Provide cost per patient. Two (2) bidirectional fire safety valves are required per patient on each oxygen delivery system. Estimated quantities are per patient, not per bidirectional valve.

**Note-** Minimally bidirectional valves will be replaced at the end of their expected life per manufacturer's guidelines or if actuated or involved in a fire.

Line Item 14. Rental of Portable Concentrator: Includes all needed accessories such as: Back-up batteries, chargers, cannulas, face masks, tubing, humidification, delivery, set up, patient instructions and inspections. Provide cost per patient.

Line Item 15. Government-Owned Equipment - Equipment owned by VA and placed in veterans' homes by the Contractor shall be labeled as such and issued by the COR to the Contractor. Government Furnished equipment shall be handled in accordance with FAR 52.245-1 Government Property. Monthly PM visits and supplies shall be reimbursed to the Contractor per contract pricing.

Line Item 16. Ultra-Fill System - System to include the following VA/Contractor owned equipment with: capability to partially or completely fill a tank; fill station must be able to fill a tank with a Chad pneumatic conserving device attached; fill station should have a simple push button release system of the tank; five liter concentrator must be able to deliver at least 3 LPM while filling the tank on the fill station; ten liter concentrator must be able to deliver at least 7 LPM while filling the tank on the fill station; including accessories as required such as: cannulas, face masks, tubing, humidity jars, delivery jars, delivery, set-up, patient instructions and inspection for refills. Includes H cylinder set up for backup, stand, regulator, and flow meter. Includes annual RRT/CRT visits

Line Item 17. One Time Delivery Fee

Each respective VA Medical Center shall be provided with the names of equipment, uses, the manufacturer's guidelines and specifications for safe use, maintenance requirements, any warnings, cleaning procedures, and output assurances. The Contractor shall maintain the serial number of all equipment provided and be able to track equipment to each individual patient. All equipment shall be checked to ensure that it is working properly according to manufacturer's guidelines, documented on a tag or label affixed to the equipment, dated, and signed. Failure to check or clean equipment prior to delivery shall result in non-payment for delivery. This includes equipment delivered to the respective VA Medical Center. All reissued oxygen equipment delivered shall be cleaned/sanitized/disinfected by approved methods and be in first-class operating condition, in accordance with the manufacturer's recommendations. In the event a piece of faulty oxygen equipment is delivered, or the delivery is incomplete, as determined by the COR, subsequent trips shall be made without additional cost to the VA.

The VA will not pay for the Contractor's lost or damaged equipment provided under this contract.

Line Item 18. Invoices

a) Payment shall be made monthly in arrears based upon the Government's certification of a properly submitted invoice. At the end of the month the Contractor shall submit an invoice and back-up documentation to the CORs for review. Invoices shall be sent to the respective VA facilities by **encrypted email file**, 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 5 days prior to the end of the month may be billed in the subsequent month. For example, an order received during the last 5 days of August, may be billed in September so that the Contractor has time to gather all required documentation. \* The Format of the excel spreadsheet must follow the below example of electronic billable Spreadsheet.

Payer	Full Name	SSN	Date of Service	Item Description	HCPC	Qty	Unit Cost	Total Due
VA Memphis	Apple, Joseph	000-00-0004	4/21/2019	Concentrator Invacare Perfecto2 V	E1390	1	\$4.00	\$4.00

VA Memphis	Beets, Janice	000- 00- 0010	4/26/2019	Concentrator Invacare Perfecto2 V	E1390	1	\$4.00	\$4.00
VA Memphis	Cats, Jackie	000- 00- 3010	4/18/2019	Concentrator OxyGo POC	E1392	1	\$200.00	\$200.00

- b) The VA shall require all service-related documentation. Service-related documentation must be presented in electronic format. Contractor shall establish a VA approved method to encrypt the electronic spreadsheets and for VA to decrypt the emails. Payment may be made with a government purchase card or through the Invoice Processing Payment System (IPPS).
- c) Contractor shall have level two data access to enable them to enter the purchase order number when the invoice is billed to the purchase card. Payment will be made upon written certification from the COR that the prices billed are correct for the prescriptions submitted.
- d) Each month shall have its own invoice, and they should not be co-mingled. Past charges shall be separated on a separate invoice. Each station shall then review the invoice and create a discrepancy list (if applicable) and submit that back to the Contractor within 10 days of receiving the invoice. Upon resolution of the discrepancies, The Contractor and the COR shall agree on the total price for the month, the VA shall approve the invoice for payment.
- e) Contractor must have the capability to receive orders via facsimile transmission. The Government will submit all available orders to the Contractor daily. Batching of orders is not authorized by either party. Batching (holding all orders to meet a minimum requirement by any or all parties) is not authorized by either party.

### **9. Equipment Management/Handling/Transportation:**

- a. Recovered equipment shall be separated from new and cleaned equipment during transport, in accordance with The JC Standards or equivalent accredited standards.
- b. The delivery truck shall be kept in a sanitary condition, so that contamination of the equipment will not occur during transport.
- c. The Contractor shall have all vehicles used in the performance of Home Oxygen delivery and set-up under the contract clearly marked with company identification.
- d. The Contractor shall provide a designated secure holding area for equipment awaiting cleaning, disinfecting, servicing, or refurbishing. The holding area shall be separated from the clean equipment storage area to prevent the possibility of contamination of clean equipment per The JC Standards or equivalent accredited standards.
- e. Contractor shall have written policies and procedures relating to the cleaning and storage of recovered/dirty /reusable equipment.
- f. Prior to being placed in the clean equipment storage area, all recovered equipment shall be cleaned/disinfected using an appropriate cleaning solution according to manufacturer's

instructions, checked for proper operation, safety, serviceability, and covered with plastic for protection.

**10. Performance Requirements: Contractor Identification:** Before entering a patient's home, the Contractor personnel shall present a photo identification badge to the patient/primary caregiver and shall verbally identify themselves. The Contractor personnel shall request permission to enter the home. The Contractor personnel shall demonstrate a high level of courtesy and consideration when providing services to the patient/caregiver. The Contractor vehicle should be appropriately identified with company logo. In the event of a national pandemic the contractor will follow the Centers for Disease Control guidance.

**11. Performance Requirements: Contractor Employee Training Responsibilities:** The Contractor shall provide the COR with appropriate documentation of the competency of those individuals providing patient instruction. The employee orientation training shall consist of delivery/recovery of oxygen equipment, safety and equipment management appropriate to service provided, electrical requirements, back-up systems, equipment safety check, trouble shooting, equipment set up, infection control procedures, patient confidentiality, handling emergencies, and written procedures and policies for delivery, recovery, receiving, cleaning, and/or sterilizing reusable items. The training procedures must address the separation of clean and unclean equipment in the storage delivery and recovery of items. Documentation of the orientation training shall be provided to the COR and Contracting Officer within 30 days after contract award. The Contractor shall maintain copies of all continuing education training in a retrievable file for each employee.

**Employee Certification:**

- a. The Contractor shall provide and document employee orientation, ongoing employee education, and ongoing assessment of employee competency for all employees involved with the delivery/recovery of equipment covered under this contract according to TJC and CMS standards.
- b. The Contractor shall provide Contracting Officer and COR with a list of all employees currently competent to perform delivery/recovery and patient education services at the time the contract is awarded. The Contractor shall submit to the Contracting Officer any updates/changes/cancellations of employees on a continuing basis. The COR will inspect employee files at the time of the inspection of Contractor premises and vehicles.
- c. The Contractor shall educate, evaluate and document employee education in strict accordance with current TJC and CMS accreditation standards
- d. Only employees that have been properly trained and who have demonstrated competency may perform equipment deliveries, recoveries, and patient education on the equipment.

- e. Contractor shall be staffed and have sufficient supplies, to render satisfactory and courteous service at all times to the beneficiary.
- f. The Contractor shall be responsible for the acts and omissions of his/her employees, his/her subcontractors or satellite offices and their employees. Any Subcontractors are required to adhere to the requirements of this contract.

The Government reserves the right to refuse to permit performance of the work or require dismissal from the work of any employee who is considered by the Contracting Officer to be objectionable or incompetent.

**12. Performance Requirements: Employee Health Protection:** The Contractor shall have policies in place for employee health protection (i.e. Personal Protection Devices, Hepatitis B, etc.) and must maintain a system to track and trend these records and certifications of compliance in the Contractor's local office from which services are provided. The Contractor shall have on file tuberculosis test results of all Contractor delivery personnel. The Contractor shall have at least one (1) licensed respiratory therapist that is fit tested and able to treat a TB patient. The VA shall have access to all tests results.

**13. Performance Requirements: Standard Precautions:** The Contractor shall use standard precautions to prevent exposure to blood borne diseases when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/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 clear demarcation between contaminated and clean storage areas. If dirty and clean equipment is transported in the same vehicle, the delivery vehicle shall have a clearly demarcated area for clean and dirty items. The Contractor's procedure for handling the pick-up of dirty equipment shall meet TJC and CMS standards.

Performance Requirements: Suspected Abuse and Neglect: The Contractor shall report suspected incidents of abuse or neglect to the patient, family members, or caregivers. Suspected incidents shall be reported immediately (within 24 hours) to the COR, as well as to the adult protective agency. The Contractor shall follow all State and Local laws in reporting suspected incidents of abuse or neglect.

Performance Requirement: Beneficiary Account Folder: The Contractor shall maintain a VA beneficiary account folder in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA). All beneficiary files are subject to review by the COR or Contracting Officer and accreditation surveyors on behalf of the VA during accreditation surveys or consultation. As a minimum the beneficiary folder shall adhere to current TJC and CMS standards for patient record keeping.

Patient Folder: The Contractor that shall comply with the provisions of the Privacy Act shall maintain an individual patient account folder. Copies of all patients' records shall be made available to the COR upon request. The patient record shall include, but not be limited to:

- a. Patient identifying information (full name, SSN, home address, patient phone number, caregiver, etc.)
- b. Copy of the physician's prescription (original and renewal)
- c. Plan of care as developed by the VA physician will include applicable Do Not Resuscitate (DNR) policy. (The plan of Care shall be sent to the VA facilities on a regular basis. The initial Plan of Care is the VA prescription. Any changes to the ongoing plan of care shall be forwarded to the facility Prosthetic Service as part of the communication process. In addition, a Plan of Care is accomplished every time a new prescription is written.)
- d. Plan of service to implement the plan of care, as reviewed by the Contractor's registered RRT/CRT.
- e. Initial and ongoing evaluations
- f. Initial and continuing verbal and written instructions to the patient and/or caregiver (to include but not limited to basic home safety, safe and appropriate use of equipment, handling, maintenance, cleaning and storage, universal precautions.).
- g. Annotation on file if patient is a smoker and any sign that patient or family member smokes.
- h. Identified patient needs.
- i. Pertinent complaints, accidents, injuries and safety hazards identified, and corrective action taken – Copy to applicable COR.
- j. Changes in patient's condition
- k. Family support system
- l. Documentation of all patient education includes the course of action in emergencies.
- m. Infection control - Contract representatives shall comply with universal precautions in the handling, storing, cleaning and delivery of home oxygen equipment and will maintain a system for reporting, documenting, and evaluating records of infection among patients and, as appropriate, staff.
- n. Emergency contact phone number at a separate residence.

- o. Notification of electric company and phone company of oxygen patient (only applicable to ventilator patients)

All patient documents maintained by the Contractor under this contract are the property of the VA and shall be turned into the VA and shall be delivered to the COR at the completion or termination of this contract.

#### **14. Equipment Inventory – VA Owned**

- a. The Contractor shall provide the COR with a complete inventory of all VA owned equipment and supplies on hand weekly. The listing shall include, but not limited to, issuable, non-issuable (scrap), broken, serial numbers, manufacturer's name, and model. This information shall be included on the listing. Discrepancies noted will be reconciled between both parties before the next monthly invoice is due. Failure to forward the listing shall result in delayed payment of the Contractor's invoice.
- b. The Contractor bears sole responsibility to notify the COR when he/she questions the serviceability of VA owned equipment and/or supplies that are required for this contract. The COR retains the sole right to condemn equipment and will notify the Contractor of arrangements for disposition of VA owned equipment. Under no circumstances should any VA equipment be disposed of without the COR's authority. When available, recovered equipment that has been repaired for re-issuance under the terms of this contract shall be delivered to beneficiaries first.
- c. The Contractor shall provide a Certificate for Repairs to perform repairs to VA owned concentrators. As the Government has a three (3) year warranty on all VA owned concentrators, there shall not be any additional cost to the Government for repairs.
- d. The Contractor shall notify the COR via telephone, fax, or email when experiencing repeated problems and/or breakdowns with equipment/supplies furnished, to assist the COR in the submission of Quality Improvement Reports.
- e. Labeling of VA Equipment: The Contractor shall provide each facility with a roll of labels to be placed on VA owned equipment. The labels shall provide the Contractor's emergency contact information in the event the equipment fails and needs to be replaced. The Contractor must ensure the labels are attached to all VA owned equipment already in the field and any new equipment issued to VA patients. The COR will arrange with the Contractor for pickup of equipment ordered and received by the VAMC and marked as belonging to the VAMC. The Contractor shall return equipment picked up during monthly maintenance to the location specified by the COR. VA owned equipment, shall be cleaned, sanitized, tagged, and stored or returned to the designated VAMC within seven (7) working days. In the case of emergencies, the Contractor shall provide back-up equipment. The Contractor shall communicate-by telephone or fax this change of equipment within 24 hours to the COR.

**15. Performance Requirements: Data Collection/Quality Control Requirements:** The Contractor shall maintain an on-going quality control program to objectively and systematically, monitor and evaluate the quality and appropriateness of care, resolve identified problems, and pursue opportunities to improve patient care. The Contractor shall provide a self-assessment of

compliance with this contract. Quality Assurance/Performance Improvement reports shall be provided quarterly of all findings, corrective actions, improvements and patient outcomes to the Contracting Officer and COR. The competency and Infection log shall be medical center specific and VA patient specific.

The Contractor and/or their representative shall be required to meet with the COR monthly to review performance and quality service to patients. Coordination of the date, time, and location of these meetings shall be coordinated by the Contractor with the COR.

Monthly Quality Improvement meeting minutes shall be recorded by the Contractor and provided to the Contracting Officer within 10 working days of the meeting. If at any time the COR and Contractor cannot resolve an issue, discussions will immediately cease, and the Contracting Officer will be notified immediately.

a. The Contractor shall collect data on important processes and outcomes related to patient care and organizational functions at a minimum in the following areas:

1. Patient Focused Functions, Organizational Functions
2. Rights and Ethics (RI), Improving Organizational Performance (PI)
3. Assessment (PE), Leadership (LD), Care, Treatment and Services (TX)
4. Environmental Safety and Equipment Management (EC)
5. Education (PF), Management of Human Resources (HR)
6. Continuum of Care and Services (CC)
7. Management of Information (IM)
8. Surveillance, Prevention and Control of Infection (IC)

b. The following functions shall be monitored by the medical centers: Surveillance, Prevention and Control of Infection, Staff competency, Patient Satisfaction, and Equipment Quality Control. The Contractor will be monitored pursuant with Quality Assurance Surveillance Plan (Attachment H-QASP). The Contractor is responsible for collection of the data required and their own internal monitoring for compliance. The Contractor shall provide a list of names to the COR of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period. The type of exposure shall also be identified.

Report shall be required for the following areas at the indicated interval:

1. A Quarterly report on Patient Satisfaction. This report shall be for veterans served on this contract only.
2. A Semi-annual report on Staff Competency. This report shall consist of the name of the employee, date of competency assessment and findings of this assessment.
3. A Quarterly report listing the names of patients exposed to communicable diseases by contracted staff. The report shall identify the incubation period and type of exposure. Negative reports shall be required.

- c. The Contractor shall conduct Patient Satisfaction Surveys on a minimum of 5% or 30 patients; whichever is greater, of contract patients from each facility on a quarterly basis.
- d. The Home Oxygen Coordinator will consult with VA infection control staff regarding the need to contact exposed patients and/or complete any needed medical follow-up.
- e. The Contractor shall collect data about patient's and families' needs and expectations and collect data on staff views of current performance and opportunities for improvement. The important processes and outcomes will be measured on a continuing basis and the Contractor shall review, assess, and improve requirements.
- f. Applicable Form Revisions – If at any time during the life of the contract, a revision of any Contractor developed, VA approved, form is required due to regulatory changes, the Contractor shall make those changes and resubmit the revised form to the COR and Contracting Officer for approval.

**16. CATCHMENT AREAS:**

**ZONE I – Nashville, TN VAMC:**

Tennessee Counties:

Area (A) Davidson, Wilson, Cheatham, Sumner, Williamson, Robertson, Rutherford

Area (B) – Henry, Houston, Perry, Lewis, Coffee, Lincoln, Bradley, Miegs, Warren, Cumberland, Knox, Smith, Jackson, Scott, Stewart, Dickson, Hickman, Lawrence, Grundy, Franklin, Polk, Rhea, Cannon, Roane, Anderson, Trousdale, Overton, Campbell, Montgomery, Humphreys, Maury, Giles, Sequatchie, Marion, Monroe, Bledsoe, DeKalb, Loudon, Morgan, Macon, Fentress, Union, Benton, Decatur, Wayne, Bedford, Marshall, Hamilton, McMinn, Van Buren, White, Blount, Putnam, Clay, Pickett

Area (C) - Kentucky Counties: Calloway, Logan, Cumberland, Muhlenberg, Livingston, Hopkins, Edmondson, Adair, Trigg, Simpson, Metcalfe, Butler, Lyon Webster, Grayson, Russell, Christian, Allen, Barren, Graves, Caldwell, McLean, Hart, Wayne, Todd, Monroe, Warren, Marshall, Crittenden, Ohio, Green Area (D) – Alabama Counties – Madison, Jackson, DeKalb

Area (E) – Georgia Counties: Dade, Walker, Catoosa, Whitfield, Murray, Chattooga, Fannin, Gordon

Area (F) – Tennessee Counties: Claiborne, Hancock, Hawkins, Sullivan, Johnson, Carter, Unicoi, Washington, Greene, Cocke, Sevier, Jefferson, Hamblen, Grainger

**ZONE II – Murfreesboro, TN VAMC:**

Tennessee Counties:

Area (A) - Davidson, Wilson, Cheatham, Sumner, Williamson, Robertson, Rutherford

Area (B) – Henry, Houston, Perry, Lewis, Coffee, Lincoln, Bradley, Meigs, Warren, Cumberland, Knox, Smith, Jackson, Scott, Stewart, Dickson, Hickman, Lawrence, Grundy, Franklin, Polk, Rhea, Cannon, Roane, Anderson, Trousdale, Overton, Campbell, Montgomery, Humphreys, Maury, Giles, Sequatchie, Marion, Monroe, Bledsoe, DeKalb, Loudon, Morgan, Macon, Fentress, Union, Benton, Decatur, Wayne, Bedford, Marshall, Hamilton, McMinn, Van Buren, White, Blount, Putnam, Clay, Pickett

Area (C) - Kentucky Counties: Calloway, Logan, Cumberland, Muhlenberg, Livingston, Hopkins, Edmondson, Adair, Trigg, Simpson, Metcalfe, Butler, Lyon Webster, Grayson, Russell, Christian, Allen, Barren, Graves, Caldwell, McLean, Hart, Wayne, Todd, Monroe, Warren, Marshall, Crittenden, Ohio, Green

Area (D) – Alabama Counties – Madison, Jackson, DeKalb

Area (E) – Georgia Counties: Dade, Walker, Catoosa, Whitfield, Murray, Chattooga, Fannin, Gordon

Area (F) – Tennessee Counties: Claiborne, Hancock, Hawkins, Sullivan, Johnson, Carter, Unicoi, Washington, Greene, Cocke, Sevier, Jefferson, Hamblen, Grainger

ZONE III – Memphis, TN VAMC:

Area (S) - Alabama Counties: Franklin, Lauderdale, Marion,

Area (T) – Arkansas Counties: Clay, Craighead, Crittenden, Cross, Greene, Jackson, Lawrence, Lee, Mississippi, Monroe, Phillips, Poinsett, Randolph, St. Francis

Area (U) – Kentucky Counties: Calloway, Hickman, Fulton, Graves,

Area (V) – Mississippi Counties: Alcorn, Benton, Bolivar, Carroll, Chickasaw, Clay, Calhoun, Coahoma, DeSoto, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, and Yalobusha Counties.

Missouri Counties: Dunklin, New Madrid, and Pemiscot Counties

Tennessee Counties: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Shelby, Tipton, and Weakley counties.

ZONE IV – Mountain Home, TN VAMC Counties by state: KENTUCKY – Bell, Harlan, Knox, Knott, Perry, Leslie, Letcher; TENNESSEE – Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington, Anderson, Blount, Campbell, Claiborne, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Sevier, Union, Scott, Morgan, Roane; VIRGINIA – Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Washington, Wise; NORTH CAROLINA – Ashe, Avery, Alleghany, Watauga, Yancey, Mitchell, Wilkes

## 17. PERFORMANCE STANDARDS AND QUALIFICATIONS:

### 17.1 Qualifications of Offerors:

- a. **Conformity to Regulations:** The Contractor and his/her employees shall conform to all regulations, Federal, State, and local, governing the performance of contracted services in each State in which performance occurs.
- b. **Vehicles:** The Contractor vehicles used in the performance of this contract must meet the minimum requirements as mandated by the State/County/City in which the vehicle is licensed and registered.
- c. **Insurance:** Before commencing work under this contract, the Contractor shall furnish the COR and Contracting Officer with a certification from his/her insurance company indicating that the coverage's outlined in this contract have been obtained and that it may not be changed or canceled without written notice within thirty (30) days to the Contracting Officer.
- d. **Workman's Compensation:** The Act of June 25, 1936, 42 Stat. L938 (48 USC 290) authorizes the constituted authority of the several States to apply their workmen's compensations laws to all lands and premises owned or held by the United States. The Contractor agrees to procure and maintain while the contract shall be in effect, Workmen's Compensation and Employers Public Liability Insurance. The policy shall provide coverage for Public Liability limits of not less than the statutory limitations if more than one person is involved.

### 17.2 VA Monitored Performance Standards Table:

See attached Quality Assurance Surveillance Plan (QASP)

## 18. REPORTS AND NOTIFICATIONS:

Where a report, positive or negative, is established herein and is required to be submitted by the Contractor, reports will be VAMC-Specific. The definitions below outline the timeframe for submission of reports to the COR:

1. Daily\* – no later than 24 hours after notification of event
2. Monthly – due to the COR no later than the 5<sup>th</sup> workday of the month following the previous month
3. Quarterly – due to the COR no later than the 15<sup>th</sup> of the month following the reporting quarter – reporting quarters are based on our fiscal year, October to December, January to March, therefore reports are due by January 15<sup>th</sup>, April 15<sup>th</sup>, etc.
4. Annual – due to the COR no later than the 1<sup>st</sup> of October each year.

\* While these are labeled as “daily”, they are only reported when applicable. If an incident occurs and the contractor has 48 hours to report, then this would be reported on the daily report in which the 48 hours falls.

### DAILY REPORTS (As Required)

<b>Report Description</b>	<b>Distribution</b>
<b><u>Sub-Contractor Notification</u></b>	COR
<b><u>Unsafe Condition Report</u></b>	COR
<b><u>Impending Disaster</u></b>	COR
<b><u>Incident Report</u></b> Reporting special incidents found or occurring during a home visit, to include finding patients in need of emergency medical assistance, safety hazards that do not fall into the category of presenting immediate life-threatening danger to the patient or Contractors staff, inability to contact a patient within a reasonable period of time, and any other incident meeting the Contractors written policy for incident reporting according to accreditation standards.	COR
<b><u>Report of accidents, malfunctions, injuries, deaths, and equipment recalls.</u></b> All accidents, malfunctions, injuries, deaths, and equipment recalls related to the provision, delivery and use of equipment and supplies herein, shall be immediately reported to the COR and to the manufacturer of the equipment.	COR
<b><u>Sentinel Events.</u></b> The contractor shall inform the Home Oxygen personnel within one business day of a sentinel event (as defined by JC standards) that occurs during the performance of this contract that involves VAMC beneficiaries.	COR
<b><u>Patient Refusal of Service</u></b> Refusal of service - All beneficiaries have the right of refusal of service. In the event a beneficiary refuses service or orders equipment to be removed from the home, the Contractor shall comply with the beneficiary’s wishes, however in addition to a written report; the Contractor shall report the specifics of the refusal to the COR by telephone within 1 hour. If the refusal occurs during a home visit, the Contractor’s staff shall make an attempt to notify the COR of the refusal during the home visit. Notification on refusal of backup equipment may be accomplished verbally, in writing or via email.	COR
<b><u>Suspected Abuse or Neglect</u></b> The contractor shall report suspected incidents of abuse or neglect to the patient by family members or caregivers. Suspected incidents shall be reported immediately (within 24 hours during business hours) to the COR, as well as to the adult protective agency. The contractor shall follow all state and local laws in reporting suspected incidents of abuse or neglect.	COR Protective agency

<b><u>Report of patients exposed to communicable diseases by contracted staff.</u></b>	COR
<b><u>New Set-Ups</u></b> The contractor shall provide the VA with a fully executed copy of, Home Medical Equipment Checklist, on all new set-ups, via secure email or fax, within 48 hours.	COR
<b><u>Discontinuation of Service</u></b> The contractor shall provide the VA with a list of make, model and serial number(s) of all equipment picked-up from veterans upon discontinuation of service within 48 hours.	COR
<b><u>Important Processes &amp; Outcomes</u></b> The Contractor shall collect data on important processes and outcomes related to patient care and organizational functions and provide to the COR as required.	COR

### WEEKLY REPORTS

<b><u>Inventory Report of Government Furnished Equipment</u></b> A complete listing of all government owned equipment in storage to include make, model and serial numbers, new, used, in need of repair or in need of disposal.	COR
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### MONTHLY REPORTS

<b>Report Description</b>	<b>Distribution</b>
<b><u>Service Reports:</u></b> For each patient visited during the billing period, a service report will be submitted to COR In conjunction with submitting the Invoices.	COR (with monthly invoice)
<b><u>Equipment Summary Listings</u></b> Provide for each VA Site (using Excel worksheets) to the COR, listing all items issued to each patient. Lists are to be sorted alphabetically by item then by patient's name. A total will be reflected at the end of each item column to indicate how many of that item are in patient's homes (i.e. concentrators, conservers, B-tanks, E-tanks, LBS of LOX, etc.)  Provided as part of the billing package each month. Also acts as a statistical information sheet in determining quantities of items out to patients and total costs of those items.  Reports are periodically requested from Contractor on specific O2 items issued to patients during specified time periods for reports to VISN Officials. These have become rare because of our receiving the Patient Equipment Summary.	COR
<b><u>Compliance/Educational Needs Report</u></b> Service Reports to include documentation of prescription compliance issues as well as missed visits for each patient.	COR (with monthly invoice)

### QUARTERLY REPORTS

<b>Report Description</b>	<b>Distribution</b>
<b><u>List of Service Locations</u></b>	CO, COR
<b><u>Joint Commission Report</u></b> The Contractor shall provide a written, quarterly report in accordance with TJC Standards for improving organizational performance (TJC standards may be accessed at <a href="http://www.jointcommission.org">www.jointcommission.org</a> ).	COR
<b><u>Patient Satisfaction</u></b> Customer Satisfaction - In accordance with JC standards the contractor shall collect data on service satisfaction from contracted patients and their families from each facility on a quarterly basis. A copy of survey results will be submitted to COR's in Quarterly reports.	COR
<b><u>Infection Control / Communicable Diseases</u></b> Infection Control/Communicable Diseases – Report will include data related to the Contractor's ongoing Infection Control Program and shall be submitted quarterly or as requested by the COR.	COR
<b><u>Other Performance Improvement</u></b> Performance Improvement – The contractor shall collect data on important processes and outcomes related to patient care and organizational functions. Contractor shall provide quarterly patient satisfaction, patient safety report and respiratory infection reports to CO and COR; and cooperate with COR on other performance improvement programs.	COR and CO
<b><u>Sales Report</u></b> Sales Report to the COR. Report will include each item issued to patients, the total amount charged to the VA for the item. List will reflect charges for each month within the quarter, a quarterly total for each item, and a grand total for all items.	COR
<b><u>Sub-Contractor Report</u></b>	CO, COR

#### ANNUAL REPORTS

<b>Report Description</b>	<b>Distribution</b>
<b><u>Certification of required training and current license verification</u></b>	COR

#### REPORTS PROVIDED AS REQUESTED BY COR

<b>Report Description</b>	<b>Distribution</b>
<b><u>Post-Emergency report</u></b>	COR

### 18. Performance Objectives:

- a. The Performance Objectives and Performance Thresholds will be verified by Government personnel IAW the Quality Assurance Surveillance Plan. Each Performance

Objective represents a significant task as identified in the SOW by the Government at the time of contract award. The Performance Threshold represents the minimum acceptable level of performance. The Performance Objectives and Performance Thresholds represent the most significant tasks of this contract and do not excuse the Contractor from performance of other responsibilities identified in this SOW.

<b>Performance Objectives</b>	<b>SOW Reference</b>	<b>Performance Threshold</b>
Initial Setups and Education	Pg. 6; sec. 6.2	98% of all initial home oxygen setups are completed within 24 hours of notification.
Preventive Maintenance	Pg. 2; sec. 4	98% of patient shall receive 90-day routine maintenance and preventative maintenance in accordance with manufacturer guidelines.
Patient Travel	Pg. 8; sec. 7.4	98% of patient travel shall comply with the SOW.
Emergency Services	PSW	100% of all emergency maintenance services shall be provided to all patients.
Reports	Pg. 33-37; sec. 17	98% of reports shall provide timely reports IAW their respective due dates.

### ESTIMATED WORKLOAD DATA

#### Memphis, VAMC

<b>Item no.</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit of Issue</b>
1	Rental of Oxygen Concentrator 5 Liter	8400	EA
2	Rental of Portable E System and or M-6 System	40200	EA
3	Rental of Oxygen Conservice Device: Including Demand Valve	40200	EA
4	Rental of Liquid Oxygen System	1	EA
5	Liquid Oxygen System Refills	1	LB
6	Rental of Liquid Oxygen Portable Conserving Device: Including Demand Valve	1	EA
7	Contractor-Owned Ventilator Rental	2	EA
8	Government-Owned Ventilator Set-Up & Monthly Assessment (Vent Patients)	36	EA

9	Annual Assessment by RRT/CRT (O2 Patients)	1	EA
10	H Tank Rental	1	EA
11	H Tank Refill	1	EA
12	Compression	10	EA
13	Fire Safety Valves	4500	EA
14	Rental of Portable Concentrator	6	EA
15	Government Owned Property	1	EA
16	Ultra-Fill System (Brand Name or Equal) Contractor Owned	1	EA
17	One Time Delivery Fee	1	EA
18	Ultra-Fill System (Brand Name or Equal) VA Owned	1	EA
19	Portable E and/or M6 Tank Refills	40200	EA
20	Rental of Oxygen Concentrator 10 Liter	60	EA
21	Emergency Visit	15	EA

### Mountain Home, VAMC

Item No.	Description	Est Qty	Unit of Issue
1	Rental of Oxygen Concentrator 5 Liter	16,800	EA
2	Rental of Portable "E" system and /or M-6 system	16,800	EA
3	Rental of Oxygen Conserving Device: Includes Demand Valve	6,850	EA
4	Rental of Liquid Oxygen System	132	EA
5	Liquid Oxygen System Refills	2500	EA
6	Rental of Liquid Oxygen Portable Conserving Device: Including Demand Valve	192	EA
7	Contactor - Owned Ventilator Rental	2	EA
8	Government Owned Ventilator Set-Up and Monthly Assessment (Vent Patient)	48	EA
9	Annual Assessment by RRT/CRT (O2 Patients)	1,480	EA
10	H Tank Rental	100	EA
11	H Tank Refill	72	EA
12	Compressors	1	EA
13	Fire Safety Valves	7000	EA

14	Rental of Portable Concentrator	480	EA
15	Government Owned Property	1	EA
16	Ultra-Fill (Brand Name or Equal) Contract Owned	252	EA
17	One Time Delivery Fee	240	EA
18	Ultra-Fill (Brand Name or Equal) VA owned	1	EA
19	Portable E and/or M6 tank refills	60,800	EA
20	Rental of Oxygen Contractor 10 Liter	780	EA
21	Emergency Visit	228	EA

**Tennessee Valley Healthcare System, VAMC**

<b>Item No.</b>	<b>Description</b>	<b>Est Qty</b>	<b>Unit of Issue</b>
1	Rental of Oxygen Concentrator 5 Liter	18051	EA
2	Rental of Portable "E" system and /or M-6 system	15073	EA
3	Rental of Oxygen Conserving Device: Includes Demand Valve	12024	EA
4	Rental of Liquid Oxygen System	19	EA
5	Liquid Oxygen System Refills	37	EA
6	Rental of Liquid Oxygen Portable Conserving Device: Including Demand Valve	25	EA
7	Contacto - Owned Ventilator Rental	3	EA
8	Government Owned Ventilator Set-Up and Monthly Assessment (Vent Patient)	7	EA
9	Annual Assessment by RRT/CRT (O2 Patients)	1625	EA
10	H Tank Rental	587	EA
11	H Tank Refill	116	EA

12	Compressors	101	EA
13	Fire Safety Valves	22041	EA
14	Rental of Portable Concentrator	186	EA
15	Government Owned Property	1	EA
16	Ultra-Fill (Brand Name or Equal) Contract Owned	1	EA
17	One Time Delivery Fee	359	EA
18	Ultra-Fill (Brand Name or Equal) VA owned	1	EA
19	Portable E and/or M6 tank refills	4446	EA
20	Rental of Oxygen Contractor 10 Liter	1192	EA
21	Emergency Visit	20	EA

## PART 2

### DEFINITIONS

**Authorized Beneficiaries:** The VA will provide an initial listing of veterans currently authorized for home oxygen equipment and services upon award of contract. Patient information shall include patient name, address, phone number, complete social security number and signature of physician.

**Compressor:** High volume air compressor capable of producing 8-15 liters per minute, supplies consist of Trachea collar "T" piece or mask or reusable type aerosol corrugated home six-inch large volume nebulizer with adapter, reservoir filled with 2000 ml sterile water. If unit is Government owned, the Contractor is still responsible for all expendable supplies for unit.

**Government-Owned Equipment** - Equipment owned by VA and placed in veterans' homes by the Contractor shall be labeled as such and issued by the COR to the Contractor. Government Furnished Equipment shall be handled in accordance with FAR 52.245-1 Government Property. Monthly PM visits shall be reimbursed to the Contractor per contract pricing.

**Liquid Oxygen System:** Includes labor, transportation to delivery, set up and provide patient/caregiver education for one complete home liquid oxygen system. A complete home oxygen system includes 40-liter liquid capacity reservoir capable of delivering 0-15 liters of oxygen with maximum flow duration at 2 LPM continuous flow (not less than 275 hours), regulator, flow meter, humidifier, nebulizer, cannula or mask with tubing, and reservoir roller-base. LOX setups shall include a TJC approved backup system and portable system. Includes follow up visit in the first month. Contractor may furnish aluminum or steel type of cylinders.

**Month:** A month is defined by the month of service and the number of days listed in that month on the calendar.

**Oxygen Equipment:** Oxygen equipment consists of the following, but shall not be limited to: Oxygen concentrators, ventilators (including positive and negative pressure units), liquid oxygen stations and portable units, compressors/nebulizers, compressed gas cylinders and regulators, IPPB machines, as appropriate to the care delivered and to the home environment. Liquid oxygen shall be deferred in writing by Prosthetics & Sensory Aids Service (PSAS) if they determine it is not reasonable to service the specific patient.

**Rental Property:** The Contractor warrants that any property furnished to the patients of the VA pursuant to the terms of this contract shall be free from defects in workmanship

and shall conform to the requirements of this contract as to cleanliness, safety, and suitability. Accordingly, the Contractor shall procure and maintain bodily injury and property damage liability insurance. Such insurance shall ensure and protect the patient and members of the public from bodily injury or property damage arising out of use of rental property furnished by the Contractor. The bodily injury liability and property damage liability insurance shall contain the minimum limits of \$200,000 per person and \$500,000 per accident or claim for bodily injury liability and \$20,000 for property damage or otherwise in accordance with State requirements for insurance coverage. The Contractor shall be responsible for their equipment and therefore will be liable if equipment is lost and/or stolen. The VAMC will not pay for rental on equipment not being used by an authorized veteran during the performance of this contract or for equipment that cannot be found. Contractor-furnished equipment shall be maintained per manufacturer's specifications. Contractor-owned equipment shall be repaired or replaced at no cost to the Government.

**Ventilators:** Ventilator patients, whether it's a VA or Contractor owned ventilator, will be visited monthly by CRT/RRT for patient and equipment checks. Ventilators include heater, and circuits as applicable. For continuous use patients a backup ventilator shall be provided at no charge to the Government. The equipment shall have a preventive maintenance check yearly or every 3000 hours in accordance with manufacturers' specifications. Includes all labor to deliver, set up and provide patient caregiver education for ventilator unit whether a volume ventilator or negative pressure unit, stationary or portable. Includes manufacturer and home care contractor's protocol. Includes training while patient is hospitalized pending discharge and training in the patients' home following discharge. Unlimited visits are at no additional charge for the first four (4) weeks following completion of training including a 30-day patient follow up by registered respiratory therapist.

## B.4 PRICE SCHEDULE

### SEE PRICE SCHEDULE, SECTION D, ATTACHMENT D.1

**ESTIMATED QUANTITIES:** The Government intends to award an IDIQ Firm 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. The maximum quantity of services the Government will acquire under this contract is \$30,000,000.00.

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.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 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 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR  
INFORMATION SYSTEMS (NOV 2021)**

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

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

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

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

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

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

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf

items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

### **C.3 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.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2500.00, 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 \$10,000.00;

(2) Any order for a combination of items in excess of \$24,875,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

(End of Clause)

### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 60 months.

(End of clause)

### **C.8 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)**

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals. (“...and/or other technical and mechanical equipment that comes with an operation/service manual.”)

852.214–71, Restrictions on Alternate Item(s).

852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

852.214–73, Alternate Packaging and Packing.

852.214–74, Marking of Bid Samples.

852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

852.215–71, Evaluation Factor Commitments.

852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.

852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.

852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.

852.216–74, Economic Price Adjustment—Medicaid Labor Rates.

852.216–75, Economic Price Adjustment—Fuel Surcharge.

852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.

852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.

852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.

852.228–70, Bond Premium Adjustment.

852.228–71, Indemnification and Insurance.

852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.

852.232–72, Electronic Submission of Payment Requests.

852.233–70, Protest Content/Alternative Dispute Resolution.

852.233–71, Alternate Protest Procedure.

852.237–70, Indemnification and Medical Liability Insurance.

852.246–71, Rejected Goods.

852.246–72, Frozen Processed Foods.

852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.

852.270–1, Representatives of Contracting Officers.

852.271–72, Time Spent by Counselee in Counseling Process.

852.271–73, Use and Publication of Counseling Results.

852.271–74, Inspection.

852.271–75, Extension of Contract Period.

852.273–70, Late Offers.

852.273–71, Alternative Negotiation Techniques.

852.273–72, Alternative Evaluation.

852.273–73, Evaluation—Health-Care Resources.

852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

### **C.9 VAAR 852.212-72 GRAY MARKET AND COUNTERFEIT ITEMS (MAR 2020)**

(a) No used, refurbished, or remanufactured supplies or equipment/parts shall be provided. This procurement is for new Original Equipment Manufacturer (OEM) items only. No gray market items shall be provided. Gray market items are OEM goods intentionally or unintentionally sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.

(b) No counterfeit supplies or equipment/parts shall be provided. Counterfeit items include unlawful or unauthorized reproductions, substitutions, or alterations that have been mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitutions include used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

(c) Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

(End of Clause)

### **C.10 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that

end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

#### **C.11 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)**

(a) Pursuant to 38 U.S.C. 8127(k)(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: *[Contracting Officer check the appropriate box below based on the predominant NAICS code assigned to the instant acquisition as set forth in FAR 19.102.]*

(i)  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 VIP-listed SDVOSBs as set forth in [852.219-10](#) or VOSBs as set forth in [852.219-11](#). Any work that a similarly situated VIP-listed 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 VIP-listed SDVOSBs as set forth in [852.219-10](#) or VOSBs as set forth in [852.219-11](#). Any work that a similarly situated VIP-listed 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 VIP-listed SDVOSBs as set forth in [852.219-10](#) or VOSBs as set forth in [852.219-11](#). Any work that a similarly situated 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 section 1001 of title 18.

(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. The Contracting Officer 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: \_\_\_\_\_

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(End of clause)

#### **C.12 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.13 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018

52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION AUG 2020)	NOV 2021

(End of Addendum to 52.212-4)

#### **C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

(12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

- (17)(i) 52.219–9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219–9.
- (v) Alternate IV (SEP 2021) of 52.219–9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219–14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219–28.
- (23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- (24) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) l(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JUL 2020) (DEVIATION) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (JULY 2014) of 52.222-35.

(32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

(33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

(ii) Alternate I (OCT 2015) of 52.223-13.

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

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

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-16.
- (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate II (JUL 2020) (DEVIATION) of 52.225-3.
- (iii) Alternate III (JUL 2020) (DEVIATION) of 52.225-3.
- (50) 52.225–5, Trade Agreements (JUL 2020) (DEVIATION) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C 2307).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

(iii) Alternate II (NOV 2021) of 52.247-64.

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

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Certified Respiratory Therapist	GS-5 / GS-6
Registered Respiratory Therapist	GS-5 / GS-6
Licensed Clinical Respiratory Therapist	GS-7 / GS-8

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## **C.15 IT CONTRACT SECURITY**

### **VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

#### **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. may 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 should 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 may 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.

1. 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 COR 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 should 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 may 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. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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 may 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:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) 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;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may 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:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

### **VHA Supplemental Contract Requirements for Combatting COVID-19**

#### **9 Contractor employees who work in or travel to VHA locations must comply with the following:**

##### *1. Documentation requirements:*

- a. If fully vaccinated, contractors shall show proof of vaccination.
  - i. NOTE: Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card (CDC Form MLS-319813\_r, published on September 3, 2020), or a copy of medical records documenting the vaccination.*
- b. If unvaccinated, contractors shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test that includes an affiliated telehealth service.
- c. Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.

- d. Documentation will not be collected by the VA; contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

**10 Contractor employees are subject to daily screening for COVID-19 and may be denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the [COVID-19 Screening Tool](#). Check regularly for updates.**

Contractor employees who work away from VA locations, but who will have direct contact with VA patients shall self-screen utilizing the [COVID-19 Screening Tool](#), in advance, each day that they will have direct patient contact and in accordance with their person or persons who coordinate COVID-19 workplace safety efforts at covered contractor workplaces.

Contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

- 11 Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.
  - a. For indefinite delivery contracts: Contractor agrees to comply with VHA Supplemental Contract Requirements for any task or delivery orders issued prior to this modification when performance has already commenced.

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

**ATTACHMENT D.1 – PRICE SCHEDULE**

**ATTACHMENT D.2 - VHA 1605.05 BUSINESS ASSOCIATE AGREEMENT**

**ATTACHMENT D.3 – REFERENCE CONTRACT WORKSHEET HOME O2**

Service Contract Labor Standards Wage Determinations, by State/County – utilize the link for the most current posting - [SAM.gov | Wage Determinations](#)

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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 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) Experience 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 commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(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](http://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](http://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.

### **E.2 ADDENDUM TO INSTRUCTIONS TO OFFERORS**

#### **TECHNICAL QUESTIONS:**

Technical questions shall be accepted by the Government via e-mail only no later than 1600 Central Time (CT) 04-10-2023. Please list “Technical Questions –Solicitation 36C24923R0026” in subject line of e-mail and send to Shawn Hendricks, Contract Specialist, at [shawn.hendricks@va.gov](mailto:shawn.hendricks@va.gov). Please include in your questions, the section of the solicitation/page number of the solicitation in which the 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 Specialist at the above email address to request verification of receipt of proposal if acknowledgement to proposal not previously provided.

Offerors shall submit proposals via email in three (3) volumes in the format exactly as specified below, email size shall not exceed 7MB. Failure to adhere to this will result in the proposal being rejected:

- 1) Offeror shall submit signed Standard Form (SF) 1449 signature page of solicitation;
- 2) Offeror shall complete Price Schedule, Section D, Attachment D.1;
- 3) Offeror shall complete C.11 VAAR 852.219-77 VA Notice of Limitations on Subcontracting—Certificate of Compliance for Services and Construction (SEP 2021) (DEVIATION);
- 4) Offeror shall submit signed SF 30 solicitation amendment acknowledgements, as applicable;
- 5) Proposal shall not take exception to any RFP terms and conditions;
- 6) Proposal does not impose any additional conditions to RFP;
- 7) Offeror shall submit evidence of insurance per the SOW requirement;
- 8) Subject line of e-mail shall be “Proposal– Solicitation 36C24923R0026” in subject line.
- 9) Proposal shall include the following, submitted as separate Adobe Portable Document Format (PDF) document Volumes. Volume 2 shall not exceed 20 pages:

Volumes shall be titled as follows:

1. Vol. 1 SF1449 Solicitation\_ Name of Offeror
2. Vol. 2 Experience\_ Name of Offeror
3. Vol. 3 Price\_ Name of Offeror

### **Volume 1: SF 1449**

This volume shall consist of the SF1449 completed and signed; Section B.1 Contract Administration completed; signed SF30 solicitation amendments, if any; completed C.11 VAAR 852.219-77 VA Notice of Limitations on Subcontracting—Certification of Compliance; evidence of insurance; and completed E.7 FAR 52.212-3 Offeror Representations and Certifications. All documents shall be provided in PDF format.

### **Volume 2: Experience**

Offerors shall provide a narrative describing their specific experience providing contracted in-home oxygen services and contracted in-home ventilator services to patients in their place of residence. For each referenced contract, the Offeror submits as evidence its experience providing in-home oxygen services and in-home ventilator services. Offerors’ response to Factor 1 shall be provided using Attachment D.3 Reference Contract Worksheet. No other format shall be used:

- (1) the legal name of the entity with whom the Offeror held the contract;
- (2) the contract number;

- (3) whether the contract was for in-home oxygen services, in-home ventilator services, or both;
- (4) a description providing details of the specific tasks the Offeror performed under the contract;
- (5) in what geographic location the Offeror performed the services;
- (6) the dates during which the Offeror performed the contract;
- (7) the monthly number of enrolled patients to whom the Offeror provided in-home oxygen services or in-home ventilator services, or both, under that contract – break out and specify the monthly numbers of enrolled patients separately for in-home oxygen services and in-home ventilator services;
- (8) whether the provided reference contract is for services provided by the Offeror or provided by a proposed subcontractor of the Offeror’s;
- (9) whether the Offeror or its proposed subcontractor was the prime contractor or a subcontractor for that provided reference contract;
- (10) the name, phone number, and email address of a person at the entity with whom the Offeror (or Offeror’s proposed subcontractor) held the contract who can verify the information the Offeror provides in the narrative description for this factor.

**NOTE:** The information requested above is required for the Government to evaluate proposals for the Experience evaluation factor. Do not provide general statements claiming experience providing contracted in-home oxygen services and contracted in-home ventilator services. Experience must include specific references to prior contract work, and other required information. Failure to do so, may result in a determination made by the government that the offeror lacks experience in providing contracted in-home oxygen services, or contracted in-home ventilator services, or both.

### **Volume 3: Price**

Offerors shall submit pricing referenced at Section B.2 (Price Schedule), using Attachment D.1 (located in Section D) in Excel format only. This Excel spreadsheet has built-in formulas which shall not be altered by the Offeror. The Excel spreadsheet contains two (2) tabs—tab “LIN Pricing Schedule” includes individual line item pricing per location and period of performance, where Unit Prices and Estimated Annual Totals shall be entered by the Offeror. Tab “Total Schedule Estimates” shall be used by the Offeror to enter the estimated totals for each location and period of performance, along with the total estimated offer for the entire requirement. Firm fixed unit pricing shall be all-inclusive to provide required services. Pricing shall not be handwritten.

The offeror agrees to hold the prices in its proposal firm for 90 calendar days from the date specified for receipt of proposals.

### **E.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

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

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

roxie.keese@va.gov

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

(End of Provision)

#### **E.5 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS— NOTICE AND REPRESENTATION	JUN 2020

(End of Addendum to 52.212-1)

## E.6 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 listed in descending order of importance shall be used to evaluate offers:

**Factor 1 - Experience:** This factor will be used to assess the offeror's experience providing contracted in-home oxygen services and contracted in-home ventilator services to patients in their place of residence in terms of the following: the number of recent years of experience, whether both home oxygen and ventilator services were provided simultaneously, the number of enrolled patients per month during the years of performance, and the geographic area of coverage during the years of performance.

**Factor 2 - Price:** This factor shall be used to assess the reasonableness of the Offeror's proposed price.

Experience is more important than price for the purposes of determining the best value to the Government. Therefore, the Government may award to other than the lowest priced offeror if it is in the Government's best interest to do so.

**The Offeror's responses to the questions of Experience provided from ATTACHMENT D.3 Reference Contract Worksheet Home O2 will be assessed to determine an overall rating based on the following criteria:**

Rating	Description
<b>Good</b>	Offeror has experience providing both contracted in-home oxygen services and contracted in-home ventilator services to over 4,000 patients per month for the last five (5) years in their place of residence. Additionally, those services covered a geographical area equal to or greater than this requirement. The offeror has demonstrated a depth and breadth of experience providing these services that gives the Government high confidence that the offeror will be successful in providing the required services.
<b>Satisfactory</b>	Offeror has experience providing both contracted in-home oxygen services and contracted in-home ventilator services to at least 3,600 patients per month for the last three (3) years in their place of residence. Additionally, those services covered a geographical area equal to this requirement. Offeror has demonstrated sufficient experience providing these services that gives the Government confidence that the offeror will be successful in providing the required services.

<b>Marginal</b>	Offeror has limited experience providing both contracted in-home oxygen services and contracted in-home ventilator services to patients in their place of residence, for less than 3,600 patients per month, and/or less than three (3) years of experience, and/or those services covered a smaller geographical area than this requirement. Offeror has demonstrated insufficient experience providing these services that gives the Government little confidence that the offeror will be successful in providing the required services.
<b>Unsatisfactory</b>	Offeror provided no evidence of experience providing contracted in-home oxygen services or contracted in-home ventilator services to patients in their place of residence. Offeror has failed to demonstrate sufficient experience providing these services that does not give the Government any confidence that the offeror will be successful in providing the required services.

(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.

(d) *Past Performance*. The past performance of the apparent successful offeror will be reviewed by the Contracting Officer prior to award as part of the Contracting Officer's responsibility determination per FAR Part 9.

(End of Provision)

## **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)**

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

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

*Covered telecommunications equipment or services* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;  
or

(6) Have been voluntarily suspended.

*Sensitive technology—*

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to

provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION), is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

Line item No.	Country of origin
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[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. (JUL 2020) (DEVIATION)* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III (JUL 2020) (DEVIATION)*. If *Alternate III* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

Line item No.	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements (JUL 2020) (DEVIATION), is included in this solicitation.)

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

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that—

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

*(Do not use a “doing business as” name).*

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

End of Document