

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

1. REQUISITION NO. _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NO. _____
 5. SOLICITATION NUMBER
 36C25623R0027 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: _____ a. NAME _____ b. TELEPHONE NO. (No Collect Calls) _____ 8. OFFER DUE DATE/LOCAL TIME 01-17-2023 0900 CST

9. ISSUED BY CODE 10N16
 Department of Veterans Affairs
 Network Contracting Office (NCO) 16
 715 South Pear Orchard Road
 Ridgeland MS 39157
 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: \$16.5 Million

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

15. DELIVER TO CODE 00580 16. ADMINISTERED BY CODE 10N16
 See Schedule
 Department of Veterans Affairs
 Michael E. DeBaKey VAMC
 2002 Holcombe Blvd.
 Houston TX 77030
 Department of Veterans Affairs
 Network Contracting Office (NCO) 16
 715 South Pear Orchard Road
 Ridgeland MS 39157

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY CODE _____
 Payments will be made via credit cards through Dept. of Veteran Affairs Network Contracting Office (NCO) 16 715 South Pear Orchard Road Ridgeland MS 39157
 PHONE: 601-362-4471 Ext. 56332 FAX: _____
 TELEPHONE NO. _____ UEI: _____ EFT: _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Important notice to Offerors: Review and follow INSTRUCTIONS TO OFFERORS in Clause 52.212-1 Addendum. Note block #28 - this document must be signed and returned to the Contracting Officer by the Offer Due Date in order to be considered. E-mail ALL required and completed documents to: Rosa.thomas@va.gov. Submit any written questions via e-mail - no telephonic questions will be accepted. Questions will be accepted no later than January 3, 2023 @ 9:00 a.m. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

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 _____

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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 36C256

Department of Veterans Affairs

Network Contracting Office (NCO) 16

715 South Pear Orchard Road

Ridgeland MS 39157

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

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

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

AMENDMENT NO	DATE

B.2 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.

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment

(PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor

must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

(1) Vendor must accept the system without the drive;

(2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

(4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. 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.

7. 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.

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 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.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

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

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

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

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

(End of Clause)

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PERFORMANCE WORK STATEMENT (PWS)

A. Background

The **Michael E. DeBakey VA Medical Center (MEDVAMC)**, a VISN 16 VA Healthcare Network Medical Center has a requirement for Durable Medical Equipment/Accessories (DME) Services to provide all necessary labor, facilities, pick-up and delivery, set-up, disassembly, repairs, storage, and inventory management of VA owned equipment. In accordance with all terms, conditions, specifications, and requirements of this Performance Work Statement (PWS).

Description/ Specifications

Definitions:

VA	Veterans Affairs
VAMC	Department of Veterans Affairs Medical Center
VISN	Veterans Integrated Service Network
VETERAN	Beneficiary, Patient
CBOC	Community Based Outpatient Clinic
CO	Contracting Officer
COR	Contracting Office Representative
CDC	Center for Disease Control
JC	Joint Commission of Accreditation of Healthcare Organizations
PSAS	Prosthetic & Sensory Aids Service
HCPC	Healthcare Common Procedure Code
ATP	Assistive Technology Professional
LPH	STERIS' LpH ® se One Step Germicidal Detergent
DME	Durable Medical Equipment includes all items of a therapeutic or rehabilitative nature, which are determined as medically necessary for home treatment of eligible Veterans, e.g., hospital beds, over-bed tables, bathroom equipment, invalid lifts, hand cycles, stair glides, room air conditioners, standing tables, portable ramps, mobility (Walking) aids, environmental control units, etc.
MEDVAMC	Michael E. DeBakey VA Medical Center

B. SCOPE:

The **Michael E. DeBakey VA Medical Center** intends to enter a base plus 4(four) year, Indefinite Delivery Indefinite Quantity (IDIQ) Contract with single award, in accordance with Joint Commission (JC) Certified Contractors or equivalent.

Contractor shall provide delivery and pick-up, receiving, storage, set-up, assembly, take-down, disassembly, installation, instructions, sanitizing, repair, and maintenance of VA owned DME to eligible Veterans/Caregivers as required by the VA. Services provided shall be all inclusive of deliveries and transportation to include set-up/delivery of equipment, safety inspections, and in-service training for Veterans to include Veteran education. In accordance with sound industry practice, and the terms and conditions of the contract, Contractor shall be responsible for the proper care, maintenance, and use of Government-owned DME in its possession or control from the time of receipt until properly relieved of responsibility. The removal of Government-owned DME to storage, or its contemplated transfer, does not relieve Contractor's responsibility.

Deliveries and/or pick-ups shall be made at such times and in such quantities as specified by the Contracting Officer, Contracting Officer Representative (COR) and/or the Purchasing Agent.

Contractor shall furnish Durable Medical Equipment (DME) and/or accessories necessary to provide DME Services to eligible Veterans under the jurisdiction of the primary service area of the

MEDVAMC, in the Veteran's/Caregiver's homes or other designated points in accordance with standards established by the Joint Commission for Home Care through reissue of equipment and/or accessories for which Contractor has provided pick-up, repair, cleaning, and storage.

Durable medical equipment and/or accessories necessary to provide DME shall only be provided (set up) based on an assessment of the Veteran and an order (prescription) by a VAMC health care provider. Each DME task order shall be individually requested through a Prosthetic Purchase Order on an individual Veteran basis.

Contractors must meet Joint Commission Standards or equivalent body (which meets or exceeds JC Accreditation) for services provided under the contract. Throughout the contract, Contractor shall be able to consistently perform services at or above the standards set by Joint Commission. Joint Commission standards can be found at <http://www.jointcommission.org/>.

If contractor is surveyed during the contract term by any accreditation body, they shall notify the COR or designee in writing of survey dates and outcomes. If any accreditation is revoked or local, state, or federal citations received during the performance period covered by the contract Contractor shall notify the COR or designee within three (3) business days of the citation.

For this Performance Work Statement (PWS), the normal delivery or service area is considered to cover the counties/parishes serviced by the Michael E. DeBakey VA Medical Center and its affiliated Community Based Outpatient Clinics (CBOCs).

Major site with affiliated areas:

**MICHAEL E. DEBAKEY VA MEDICAL CENTER
2002 Holcombe Blvd, Houston, TX 77030**

MICHAEL E. DEBAKEY VA MEDICAL CENTER (MEDVAMC) LOCATED IN HOUSTON, TX AND CBOCS: Contractor shall provide emergency setup, and management of DME services only when the facility requests these services to any patients that are treated at the MEDVAMC and all Community Based Outpatient Centers (CBOC's) supported therein (Clinic of Jurisdiction/Primary Service Area COJ/PSA), regardless of the physical location. The listing of these parishes and/or counties does not exclude other parishes and/or counties. This includes, but is not limited to, patients in the following counties and patients who reside in or near bordering state catchment areas, (i.e., outside Houston catchment area, but prefer to be seen in MEDVAMC or its Outpatient Clinics). The listing of these parishes and/or counties does not exclude other parishes and/or counties.

COUNTIES IN TEXAS: Angelina, Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Liberty, Matagorda, Montgomery, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Trinity, Tyler, Walker, Waller, Washington, Wharton.

PARISHES IN LOUISIANA: Beauregard, Calcasieu, Cameron

Contractor and all sub-contractors, used in the execution of this contract, must have pick-up, delivery, and repair capabilities/ competencies to perform work outlined in this IDIQ, within the defined contract timelines, and geographic area of all sites and/or zones. At the time of award, Contractor shall submit, to the Contracting Officer, a written document certifying ability to effectively meet all requirements of the contract, at the time of award.

NOTE: New clinics associated with MEDVAMC may be added during the life of the contract via modification.

Performance Period

Contractor shall begin the work required under this Performance Work Statement (PWS) commencing with the effective date of award, unless otherwise directed by the CO, and shall provide the required services until the date of contract expiration.

Extension of Contract

This contract may be extended for up to four (4) one (1) year option periods at the discretion of the government, in accordance with FAR 52.2179, Option to Extend the Term of the Contract. The Government reserves the right to exercise the option years(s), subject to the availability of funds. Contractor shall perform no services after the expiration of the previous year until the contracting officer authorizes such services in writing via unilateral modification.

C. Contractor Responsibilities:

C.1. Branches/Agents

Contractor shall list below or by attachment hereto, the name, location, and telephone number of all firms proposed to be used in the performance of the contract. If Contractor maintains branches and/or agents through whom business may be transacted, they shall submit a list thereof with their proposal. If awarded a contract, Contractor shall disclose full particulars/all information concerning the agreement between such branches and/or agents authorizing and instructing them to furnish supplies and/or services covered by the contract at the rates and in accordance with the terms and conditions therein.

Vendor	Address	Telephone Number	Sub-Contractor Y/ N

C.2. HSS:

No contract shall be awarded, nor payment made, to any individual or entity that appears on the Health and Human Services Office of Inspector General's (HSS/OIG) List of Excluded Individuals/Entities.

C.3. Equipment and Supplies

The VA-owned hospital equipment includes, but is not limited to, the commonly provided items for storage, delivery and pick-up, and all other services outlined within this contract. VA-owned equipment may be delivered directly to Contractor's warehouse from suppliers or picked up from the VA location as directed by the COR. Contractor shall be expected to provide service for other items which may not be on the list, but which are similar in nature to those listed:

- a. Home Care Beds, manual to include Bariatric Beds, and side rails
- b. Home Care Beds, electric (adjustable)– to include Bariatric Beds, and side rails
- c. Mattresses, Foam, Innerspring, Specialty (Dry, Gel, Water, Air, Powered Press Reducing, Non-Powered Pressure Reducing)
- d. Trapeze Assemblies (floor and bed mounted)

- e. Over-bed Tables
- f. Slings, for Veteran Lift, Veteran lifts
- g. Bathroom equipment (To include Bariatric bathroom equipment)
- h. Wheelchairs, Manual
- i. Wheelchairs, Power – including batteries, and charger
- j. Walkers, Rollators
- k. Scooters
- l. Suction pumps and Enteral feeding pumps
- m. Pneumatic compression devices
- n. Home Safety Equipment and
- o. Any other Durable Medical Equipment considered by Prosthetics Service to be needed to maintain and improve the Veteran's quality of life and overall health while being treated at Veteran's home (e.g., Veteran lift, shower chair, etc.).

C.4. Hours of Service:

- a. The services covered by this contract shall be furnished by Contractor as defined herein. Contractor shall be available as scheduled. Contractor shall not be required, except in case of emergency, to furnish such services on a Federal Holiday or during off-duty hours as described below:

The following terms have the following meaning:

- 1. Work Hours: Monday through Friday, 8:00 a.m. to 4:30 p.m.
- 2. Non-Work Hours: Monday through Friday, 4:31 p.m. to 7:59 a.m., and all Saturdays and Sundays.
- 3. Federal Holidays: The holidays observed by the Federal Government are:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Or any other day specifically declared by Executive Order, or Presidential proclamation be a Federal Holiday. When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

- b. Contractor shall have or be able to acquire an adequate number of competent personnel by the start of the contract and during the contract period to render prompt, courteous and satisfactory service for all service for all items required under the contract.

Contractor shall maintain business hours of operation at Contractor's facility between 8:00 a.m. and 4:30 p.m., local time, Monday through Friday, excluding Federal holidays.

- c. Contractor shall have a well-established communication system providing 24-hour a day, seven (7) days per week, including holidays, emergency services. Contractor shall provide emergency repair or delivery services within 4-hours of notification, or if there is a safety issue that requires resolution prior to the next business day.
- d. If an answering service is used to take emergency calls after hours, the answering service shall inform the Veteran that Contractor shall call the Veteran within 1-hour. Contractor shall respond to the Veteran by telephone within 1-hour of the initial Veteran call, regardless of whether they are using an answering service.

C.5. Contractor Telephone Accessibility (DME)

- a. Contractor shall provide a toll-free telephone number and local telephone number for Veterans/Caregivers and the Medical Centers/CBOC's and/or agrees to accept telephone orders for service from the COR, or Prosthetic designee; to be followed up with a Prosthetics Purchase Order (PO) within one (1) business day.
- b. Contractor shall maintain a telecommunication system, i.e., telephone, fax machine, and email system with PKI Encryption (required) to preserve continual contact with the Department of Veterans Affairs and for emergency contact. The fax machine and all computers with email access shall be kept secure and out of the public view to maintain the safety and security of our Veterans' confidential medical information.
- c. Contractor shall not place collect telephone calls to any VISN 16 VAMC/CBOC, or Veteran/Caregiver.

Offeror to list person to be contacted for expediting orders:

COMPANY: MICHAEL E. DEBAKEY VA MEDICAL CENTER

TITLE: CHIEF, PROSTHETIC & SENSORY AIDS SERVICE

ADDRESS: 2002 HOLCOMBE BLVD

CITY: HOUSTON STATE: TX ZIP: 77030

TELEPHONE NUMBER: (713) 794-7189

Work Hours: Monday through Friday, 8:00 a.m. to 4:30 p.m.

C.6. Place of Performance

- a. Contractor shall render services at multiple locations within the Medical Center's affiliated zones identified in the scope of this contract, to include Veteran/ caregiver residence, any VA Medical Center/CBOC, and Contractor or sub-contractor facility/ warehouse.
- b. Contractor shall have a facility physically located at least 5 – 10 miles of the Michael E. Debakey VA Medical Center in which they are contracted to provide service. The geographical boundaries described herein have been determined as the areas of

responsibility/jurisdiction and service ability for the VA Medical Center. Proof of the physical location of the facility shall be submitted with the proposal.

- c. Contractor shall pick-up DME and accessories at the location specified, i.e., the Veteran's/Caregiver's residence or other designated area and deliver to the location specified by VA. Contractor shall not deliver or set-up vehicle lifts at the Veteran's/Caregiver's residence, unless otherwise specified.

C.7. Equipment Setup, Assembly, and Adjustment

- a. Upon delivery of an item(s) to a Veteran's residence, Contractor shall be required to set-up and adjust the item(s), as appropriate to meet the Veteran's need. No permanent set-up or alteration, excluding grab bars and rail installations, are authorized under this contract. Should there be a need to install or affix any permanent fixture to wall, ceilings, floors, etc., at the Veteran's premises, Contractor shall provide a quote to the VAMC Prosthetics Service POC for VA review and consideration for approval. If VA authorized, this service shall be quoted and invoiced as a separate charge after issuance of a separate procurement request. No work is to be performed without written authorization and a purchase order number from the COR or designee.
- b. The delivery and set-up for up to four (4) grab bars is limited to one (1) flat rate service charge. Contractor shall bring an adequate variety of various sized VAMC/CBOC owned grab bars for assessment of the proper size to be installed.
- c. Contractor shall set-up DME according to the Veteran's preference if safety permits. Although Contractor is not considered a furniture moving company, Contractor shall attempt to accommodate the Veteran/Caregiver.
- d. Contractor shall adequately prepare the site in the Veteran's home; and shall unpack and assemble equipment in a condition to be safely used. Contractor shall remove all packing material from the Veteran's home, and area is to be left clean and orderly. Contractor shall obtain documentation and Veteran's signature outlining the instructions provided to the Veteran and documenting return demonstration by the Veteran/Caregiver. Contractor shall be responsible for damages to a Veteran's residence or where the Veteran is cared for during the delivery, pick-up, or service.
- e. DME items may require re-certification and/or re-education of the Veteran's/Caregiver's ability to safely operate the equipment. Contractor shall be notified by the COR or designee to visit the Veteran's home and Contractor shall document this re-certification.
- f. If for any reason Contractor is unable to deliver or pickup item(s) within the prescribed time allotted, Contractor shall immediately notify the COR, Prosthetic Rep, or Prosthetic Purchasing Agent for further instructions. Contractor shall be responsible for contacting the Veteran to arrange a reasonable time to accomplish the required services, to include scheduling of all maintenance and repair of delivered and existing DME.
- g. If the arrival for the scheduled appointment is delayed (or anticipated to be delayed) beyond a four (4) hour window, Contractor shall contact the Veteran/Caregiver and notify them of the delay or need to reschedule the appointment for no later than the

next calendar day, as well as contact the COR or designee that initiated the service request.

C.8. Delivery/Set-up and Pick-up Orders

It is estimated that at any given time the DME identified as part of this contract shall require delivery/set-up/repair/storage.

Veteran/Caregiver Contact

- a. Contractor shall contact the Veteran to arrange an appointment for services the same day for emergency and within one business day for routine requests. Contractor shall visit the Veteran's residence, in the performance of this contract, by appointment only between the hours of 8:00 a.m. and 4:30 p.m. (CST), Monday through Friday, except in cases of emergency.
- b. Contractor shall contact Veteran to schedule an appointment for delivery/pick up at Contractor's expense. All appointments for delivery/pickup shall be given a four (4) hour time slot, i.e., between 8:00 a.m. and 12:00 Noon; between 10:00 a.m. and 2:00 p.m., etc.
- c. A minimum of three (3) contact attempts is required. If contact cannot be made to a Veteran within three (3) consecutive workdays after receipt of the delivery/pickup order, Contractor shall contact the COR or designee for guidance. A record of all contacts made shall be included with each invoice submitted. Documentation is required if the time for the DME delivery, set-up, repair, or pick-up is beyond the terms of the contract.

Deliveries and Setup of Equipment

- a. Contractor shall not deliver any DME items to the Veteran's/Caregiver's home or render any services, unless pre-approved/ requested by COR, Prosthetic Rep, or Prosthetic Purchasing Agent.
- b. All delivery, set-ups, pick-ups, and repairs shall be accomplished by Contractor for the major site location(s) of the Veteran's residence. All transportation of durable medical equipment shall be made with Contractor's company vehicle(s) and driver(s). Contractor shall provide all labor, parts, equipment, transportation, fuel, and supervision necessary to provide the services required in accordance with the terms, conditions, special provisions, and schedules contained in this contract.
- c. Contractor shall pick-up all equipment delivered to the VA Medical Center and/or VA warehouse when notified by the COR, Prosthetic Rep, or Prosthetic Purchasing Agent. The cost of this pick-up shall be borne by Contractor. The Government, in its sole discretion, shall assign each Veteran a VA Medical Center based on the Veteran's residence.
- d. Contractor shall be responsible for installing all equipment required under this contract in proper and complete operation at the designated location identified by VA. Equipment shall be installed by a qualified/certified technician familiar with the equipment involved and fully qualified under the laws of the designated point of delivery.
- e. Contractor shall properly secure equipment/supplies and documentation while in route to and/or from VA designated locations, and the Veteran's residence, to prevent damage to

VA owned equipment. Contractor shall be liable for damage to VA owned equipment in their possession. Contractor shall deliver new and/or used equipment/supplies as requested on each Purchase Order to maintain accurate inventory maintenance.

- f. If the request is to be completed at the residence of the Veteran, Contractor shall provide the Veteran a 4-hour window of time when Contractor shall arrive at the residence. Time and method of performing delivery and/or repair services shall be pursued with such diligence and in such a manner by Contractor as to relieve any anxiety of the Veteran or interested parties.
- g. Upon completion of each delivery request, Contractor shall document all pertinent information regarding the delivery/set-up request issued by the COR, Prosthetic Rep, or Prosthetic Purchasing Agent (for example, telephone calls to the Veteran, complaints from Veteran/Caregiver, refusal of DME, parts missing on equipment, etc.).
- h. If authorized repairs cannot be completed at the Veteran's residence, Contractor shall take the equipment to their facility, make the repairs within 30 calendar days and immediately (within one calendar day) return item to Veteran's residence. Loaner equipment equal to the device in repair shall be provided to the Veteran if the repair cannot be accomplished within 30 calendar days.
- i. Contractor shall notify the COR, Prosthetic Rep, or Prosthetic Purchasing Agent immediately via email when it is determined that the requested services cannot be accomplished within the required time frame. In the event the COR, Prosthetic Rep, Prosthetics Purchasing Agent, and/or Contractor's email is unavailable, notification shall be made by telephone to the COR, Prosthetic Rep, or Prosthetic Purchasing Agent the next official business day.
- j. In addition, Contractor shall inform COR, Prosthetic Rep, or Prosthetic Purchasing Agent within one business day if the Veteran no longer lives at the address on file or the contact information is provided to Contractor by PSAS is not accurate. No VA equipment shall be left at the identified invalid address.

Upon receipt of items of dropped shipped or VA stocked items, Contractor shall complete the delivery/set-up, pick-up, or repairs as follows:

Routine: The delivery/set-up/pick-up itself shall be completed within 48 hours of receipt of the purchase order. Exception: *Unless otherwise approved by COR, Prosthetic Rep, or Prosthetic Purchasing Agent or if the Veteran/Caregiver requests additional time, or if three (3) attempts to contact the Veteran/Caregiver to schedule services were uneventful within 24 hours of receipt of the delivery/ set-up/pick-up order.*

Emergency orders/ services: Within 4-hours of receipt of order or required VA ordered equipment.

- a. Contractor shall be required to perform and complete such emergency services within four (4) hours, only after receipt of a specific order or authorization from the COR, Prosthetic Rep, or Prosthetic Purchasing Agent, within the service area and within eight (8) hours outside of the service area. Contractor shall be required to perform and complete such services, 24 hours a day, seven days a week. Cost for this service shall be billed at the EMERGENCY rate in the Schedule of Supplies/Services. NOTE: Refer to schedule for additional mileage over 50 miles.

- b. For invoice and payment purposes, in the event a requested emergency order is not completed within hours requested, through no fault of the Government and/or Veteran, the orders shall be considered a routine delivery service, if completed within 2-business days.
- c. Failure to perform emergency delivery/service shall be documented, with "written explanation" as to cause. Repeated failures shall be considered grounds for invoking the default clause of this contract.
- d. Contractor shall maintain detailed records for each Veteran of all item(s) picked up and delivered to the Veteran. The Veteran's file shall include the make, model, serial/lot number, and any modification incorporated therein.

C.9. Contractor Contact Information

Contractor shall provide a main point of contact person whom the Department of Veterans Affairs may contact during the period of this contract for prompt action on matters pertaining to the administration of this contract.

- a. Name:
- b. Title:
- c. Address:
- d. Phone:
- e. Fax:
- f. Email address

C.10. Maintenance, Repair & Refurbishing of DME

Contractor shall perform maintenance, refurbishing, and repair service for DME in accordance with the manufacturer's instructions by personnel who are qualified/certified to service the specific equipment as described in section C.24 paragraph f. Certifications shall be kept in each personnel file.

Minor repairs or adjustments: shall be accomplished at the Veteran's residence whenever possible. Minor repairs or adjustments constitute repairs that can be performed "on-the spot" (such as adjusting side rails, replacing casters, replacing modular motors, etc.).

Emergency repairs: may be conducted during Prosthetic Service non-business hours at the discretion of Contractor; however, emergency repairs shall only be performed to the extent of placing the appliance back into serviceable condition. Extensive repairs shall be suspended until normal business hours.

- a. Contractor shall use VA parts when available. If Contractor furnishes parts, Contractor shall indicate the following:
 - 1. Parts are manufacture approved
 - 2. Cost of the parts used in the repair
 - 3. Part numbers of the parts used (if applicable)
 - 4. Cost of labor
 - 5. Total cost of parts used
- b. The COR, Prosthetic Rep, or Prosthetic Purchasing Agent is responsible for notifying Contractor of the need for repair services. In the event the Veteran contacts Contractor

directly, Contractor shall not make repairs without prior written approval of the COR, Prosthetic Rep, or Prosthetic Purchasing Agent.

- c. Contractor shall perform repair service on equipment, as well as perform requested maintenance and safety checks as instructed by COR, Prosthetic Rep, or Prosthetic Purchasing Agent. Repair service is defined as the parts, labor, and material (including travel) necessary to restore to original operating condition medical equipment listed herein.
- d. Majority of the repair requests shall be to hospital beds, power wheelchairs, and scooters, but not limited to. The Contractor shall have qualified/certified staff capable of performing these repairs. Contractor shall ensure technicians carry troubleshooting tools, parts, spare wheelchair batteries, and chargers to reduce the number of trips to a Veteran's home to complete a repair and shall only consider replacement or condemning VA equipment, as a last service resort.
- e. Personal type bathroom equipment, (e.g., commode chairs, raised toilet seats, bath seats, etc.), and standard mattresses shall not be refurbished.
- f. Contractor shall notify the COR, Prosthetic Rep, or Prosthetic Purchasing Agent when questions arise of the serviceability of any equipment by documenting the invoice for pickup as scrap and/or providing an estimate for repair of said item. Approval of estimates are at the discretion of the COR, Prosthetic Rep, or Prosthetic Purchasing Agent and are not guaranteed authorization to begin repair services. The COR, Prosthetic Rep, or Prosthetic Purchasing Agent retains the sole right to condemn equipment and reserves the right to visit Contractor's place of business as they deem necessary to inspect scrap equipment, conduct inventory counts, or other business as set forth in the contract.
- g. If authorized repairs cannot be completed at the Veteran's residence, Contractor shall take the equipment to their facility, make the repairs within 30 calendar days and within one calendar day of repair, item shall be returned to Veteran's residence. If for any reason Contractor is unable to complete the repair or obtain parts within 24 hours after the initial repair evaluation outlined in this contract, Contractor shall be responsible for providing loaner equipment (VA owned equipment that has been recovered) to the Veteran until the required repair services are completed. If no recovered VA owned equipment is available for re-issue, Contractor shall immediately contact the COR, Prosthetic Rep, or Prosthetic Purchasing Agent, for further instructions.
- h. Contractor shall be responsible for the minor spot painting of small areas of chipped paint or rust spots on reclaimed equipment to be placed in storage. Any rust spots shall be wire brushed prior to spot cleaning. The COR, Prosthetic Rep, or Prosthetic Purchasing Agent, retains the sole right to condemn equipment and reserves the right to visit Contractor's place of business as they deem necessary to inspect scrap equipment, conduct inventory counts, or other business as set forth in the contract.

C.11. Provision of Veteran/Caregiver Education- Instructions (DME)

- a. Contractor shall have a program designed to educate appropriate staff and Veteran/Caregiver in safety measures in the home and to minimize hazards related to the care or service provided. Contractor shall provide education, training, and instructions to each Veteran/Caregiver at the time of set-up or repair and assess the need for education reinforcement during visits. Instructions to the Veteran/Caregiver shall include

demonstrating the correct use and observing demonstration by the Veteran/Caregiver. Veteran/Caregiver shall sign delivery invoice as certification of training/instructions.

- b. Contractor shall perform training and assessments for the Veteran/Caregiver, in accordance with Joint Commission regulations. The Veteran education instructions shall be documented per Joint Commission standards.
- c. The Veteran/Caregiver shall be fully instructed on the item's use, safety, care, and cleaning as follows:
 - 1. Basic home safety.
 - 2. The safe and appropriate use and identification of the medical equipment being supplied, as noted in the manufacturer owner's manual/guidebook.
 - 3. The storage and handling of the involved equipment, required maintenance, electrical safety, etc.
 - 4. The proper procedure for obtaining repair services in the event of equipment malfunctions.
Contractor shall affix directly to the equipment and equipment user guide, printed labels (acceptable to VA) containing three (3) lines of information: line 1: VA DME Contractor, line 2: Contractor's Name, and line 3: a local or toll-free telephone number to contact Contractor in the case of equipment malfunctions/repairs after normal business hours and weekends.
 - 5. The proper procedure for Veteran reporting of equipment malfunction, damage or another defect that renders the DME device inoperable.
 - 6. Proper disposal of hazardous materials and waste in a safe and sanitary manner and in accordance with state and local law and regulations (when applicable).
- d. Contractor shall complete an Equipment Delivery and Safety Check Confirmation document and submit it along with the written proof of delivery/pick-up, acceptance, and training signed by the Veteran/Caregiver. A copy of Contractor's checklist forms shall be with the solicitation package.
- e. Contractor shall provide a copy of Veteran's Rights & Responsibilities, and any advance directive information to the Veteran/Caregiver. Contractor shall document that the Veteran/Caregiver is instructed in accordance with Joint Commission Standards.
- f. The Veteran's/Caregiver's knowledge and performance of safety procedures shall be monitored, and re-education provided as needed. All education shall be documented in the Veteran's plan of care folder.
- g. Contractor shall provide to the Contracting Officer or designee an electronic copy of the educational packet to be utilized for Veterans with the solicitation proposal. VA reserves the right to require revisions of Contractor's education material in the execution of this contract. If revisions are required, Contractor shall implement any new or revised education material, as directed by the Contracting Officer or designee. Contractor shall also provide to the COR, Prosthetic Rep, or Prosthetic Purchasing Agent, an electronic copy of any proposed revisions, additions, or deletions to the educational packet during the contract for review and concurrence. The COR, Prosthetic Rep, or Prosthetic Purchasing Agent shall determine whether Contractor shall use their forms or forms supplied by the VA for documentation of services provided to Veterans.
- h. Contractor shall provide an Equipment User Guide for the specific equipment issued when the equipment is delivered/issued to the Veteran. This shall include basic operation

instructions such as connection, removal, emergency procedures, care and maintenance, equipment specific safety precautions, and Contractor and VA Prosthetic & Sensory Aids Service (PSAS) telephone number that should be used for equipment service and/or repairs.

Veteran's File:

- a. For all set-ups and repairs, Contractor shall provide the Veteran and review the following documents: DME Delivery Checklist (Attachment #1), Veteran's Rights and Responsibilities (Attachment #2), and Veteran's Satisfaction Survey (Attachment #3). Contractor is responsible for maintaining a copy of all documentation in the Veteran's file. All or any part of the delivery documentation may be requested by the COR, Prosthetic Rep, or Prosthetic Purchasing Agent, upon request or routinely for all Veterans.
- b. The Veteran's files received and created are the property of the MEDVAMC. In the event Contractor is changed, the files shall be transported to the new Contractor at the same time as the DME is moved. Inactive files for a deceased Veteran shall be given to PSAS within 10 working days of notification.

Hospital Bed Instructions

- a. Contractor shall ensure appropriate education is provided to the Veteran, family member, caregiver related to home care bed safety. Set-up of home care beds and support surfaces shall comply with the guidelines established by the MEDVAMC for Veteran Safety. <http://www.Veteransafety.gov/>
- b. Emergency instructions for manual operation of hospital beds shall be laminated on a card and affixed directly to the hospital beds.

C.12. Environmental Assessment

When equipment is delivered to a Veteran's home, Contractor shall review on-site environmental conditions including but not limited to electrical connections if powered equipment is delivered and observation of any fire/safety hazards. This includes addressing basic home safety, safe and appropriate use of equipment, handling, cleaning, storage, universal precautions, ensuring environment permits safe operation of equipment, noting observable fire, tripping, or safety hazards, and providing appropriate Veteran education related to fire/safety hazards. If environmental or safety issues prevent safe operation of existing equipment/new equipment in accordance with manufacture's specifications, Contractor shall not leave the equipment, and shall notify PSAS within one business day of occurrence and/or discovery in the performance of this contract. Delivery of the equipment shall be deferred until identified electrical deficiencies can be corrected by the Veteran.

Electrical Safety Testing Services (DME): Contractor shall perform an electric safety test to check the adequacy of the electrical outlets in the Veteran's/Caregiver's home prior to set-up or repair of all electric equipment. Electrical outlets shall be inspected and tested with the proper voltmeter to ensure that the voltage/ampere level is adequate for the item being installed, that polarity is correct, electrical grounding is present, and that the outlet is in good physical condition. Any unsafe electrical conditions or discrepancies shall be immediately reported to the COR or designee for further instructions. Contractor shall document the electrical safety check on Veteran's/Caregiver's invoice.

Frequency of Repair: The electrical safety test shall be performed on the initial set-up of equipment and additionally if it is associated with a repair.

Electrical Safety Inspection: Contractor shall perform equipment electrical safety inspections, in accordance with manufacturers' instructions and provisions, and shall report any discrepancies to the VA COR or designee. Contractor shall document the electrical safety check on its invoice. An initial inspection shall be completed on all previously Veteran-owned equipment prior to re-issue.

A label documenting said inspection shall be affixed to each DME devices stating date of inspection and inspectors name VA shall work with the Veteran to abate the condition preventing safe operation and use of the equipment. Contractor staff shall note on delivery receipt any deficiencies noted.

STANDARD OPERATING PROCEDURE GENERAL MECHANICAL INSPECTION:

- a. PURPOSE: To identify and define the procedure called GENERAL MECHANICAL INSPECTION. This procedure shall define the various preventative maintenance tasks that are typically performed during each maintenance procedure. These procedures shall be followed only if applicable to the specific equipment.
- b. PROCEDURE:
 - (1) CHASSIS/HOUSING: Examine the exterior of the device for cleanliness and general physical condition. Verify that the housing is intact, the necessary assembly hardware is present and tight and that there are no signs of spilled liquids or indications of damage. Clean interior and exterior with appropriate materials to remove corrosion, rust, solutions, dirt, lint, or other deposits. Verify that all hardware, i.e., knobs, handles, panels, hinges, nuts, bolts, etc. are properly tightened and adjusted to operate smoothly.
 - (2) CASTERS/BRAKES: Inspect the condition of the casters. Clean if necessary and verify that they turn and swivel properly. Verify operation of the brakes and swivel locks.
 - (3) CIRCUIT BREAKER/FUSE: Inspect the circuit breaker to verify that it operates freely. If the device is protected by an external fuse, verify that it is the proper value and type.
 - (4) TUBES/HOSES/CONNECTIONS/FITTINGS: Inspect the condition of the gas and fluid tubing and hoses. Verify that they are not cracked, kinked or dirty. Inspect all fittings and connectors for leaks or damage. Repair or replace if necessary.
 - (5) CABLES/CONNECTORS: Inspects the condition of the electrical components and electronic cables for any damage. Inspect electrical connectors for any damage or corrosion. Repair or replace if necessary.
 - (6) FILTERS: Inspect the condition of all filters. Clean or replace if necessary.
 - (7) CONTROLS/SWITCHES: Inspect the current settings of the controls and alarm limits. If any of them appear unusual, outside of typical range, consider the possibility of device failure. Record the setting of those controls that should be returned to their original positions following the inspection. Examine all controls and switches for physical conditions, secure mounting, and correct motion.

Where a control should operate against fixed limit stops, verify proper alignment and positive action of the stop. Verify that each control and switch perform its proper function.

(8) MOTOR/PUMP/COMPRESSOR: Inspect conditions and verifies proper operation.

(9) MECHANICAL SYSTEMS: Inspect gears, gear chains, bearings, axles, shafts and drivers for excessive wear, back-lash, end play and lubrication. Inspect belts, pulleys and levers for wear, tension alignment and proper adjustment. Inspect hydraulic systems, their stops, locks and release mechanism for proper alignment and excessive wear.

(10) FLUID SYSTEMS: Inspect regulators and controls to verify proper operation. Inspect fluid levels and fill to proper level if necessary.

(11) ELECTRONIC SYSTEMS: Inspect circuit boards and components for damage or overheating.

(12) BATTERY/CHARGER: Inspect the physical condition of all batteries. Operate the unit on battery power for several minutes to verify that the battery is charged and can hold a charge. Inspect the condition of the battery charger and verify that it operates properly.

(13) INDICATORS/LAMPS: Verify proper operation of all lamps, indicators, meters, gauges, and visual displays. Verify that all segments of LED or LCD displays function.

(14) ALARMS/INTERLOCKS: Operate device in a manner to activate each audible and visual alarm. Verify proper operation of associated interlocks. If an Alarm Silence feature is present, verify that it operates per manufacturer's specifications.

(15) AUDIBLE SIGNALS: Operate device in a manner to activate any audible signals. Confirm appropriate volume as well as the operation of a volume control.

(16) DOCUMENTATION: After the preventative maintenance service is complete, apply sticker identifying date of inspection, technician, and date of next inspection.

(17) IDENTIFYING EQUIPMENT: All loaned VA equipment shall have an affixed label with a phone number for repairs.

STANDARD OPERATING PROCEDURE ELECTRICAL SAFETY INSPECTION:

a. **PURPOSE:**

To identify and define the procedure called ELECTRICAL SAFETY INSPECTION. This procedure shall be used to minimize any potential electrical safety problems and shall be used in all maintenance procedures.

b. **PROCEDURE FOR CORD-CONNECTED VETERAN CARE-RELATED EQUIPMENT:**

(1) VISUAL INSPECTION: Contractor shall visually inspect the physical integrity of the power cord; the attachment plugs and the strain relief for damage. Repair or replace if necessary.

(2) RESISTANCE MEASUREMENT: Contractor shall measure the resistance between the equipment chassis, or any exposed conductive surface of the equipment, and the ground pin of the attachment plug on all equipment that is used in Veteran areas. The cord shall be flexed at its connection to the attachment plug or connector and at its connection to the strain relief on the chassis during this measurement. This resistance shall be less than .5 ohm.

(3) CHASSIS LEAKAGE MEASUREMENT: This leakage current measurement shall be made with one of the above safety analyzers. Measurements shall be taken with normal power line polarity, broken ground and both the device on and off. All operating controls shall be positioned to cause maximum leakage current readings.

(4) When the device does not have a conductive surface, one shall be simulated by lacing a 3.9 x 7.8-inch bare metal foil in intimate contact with the exposed surface. This shall be the exposed metal surface of the appliance and all appropriate tests shall be performed to the foil. This is a particularly pertinent test when devices are covered with an insulating film but are not "double insulated".

(5) LEAD TO GROUND TEST: Measure the leakage current between each Veteran's lead and ground with the power plug connected normally and the device on. The leakage current from frame to ground of permanently wired equipment shall not exceed .5 milliamps with all grounds lifted.

c. PROCEDURES FOR PERMANENTLY WIRED EQUIPMENT:

(1) INCOMING INSPECTIONS: The equipment shall be tested prior to installation while it is temporarily insulated from ground. The leakage current from frame to ground of permanently wired equipment shall not exceed .5 milliamps with all grounds lifted.

d. DOCUMENTATION:

(1) Actual values obtained are not necessary if the measurements for the device are below the above limits. If a device fails to meet these test limits, the problem and corrective action taken shall be documented.

e. VETERAN HOMES:

(1) Electrical Outlets in the Veteran's home shall be checked for safety (externally). If the outlets are not grounded, Contractor shall supply three-pronged outlet plug at no charge to the Government. Also, Contractor shall ensure that the electrical outlet is not being used for a series of other appliances. In the event the delivery personnel think the outlets are unsafe, they shall notify the COR, Prosthetic Rep, Prosthetic Purchasing Agent, immediately.

C.13. Incomplete Work

If there are unforeseen conditions (i.e., Veteran passes away or moves) after Contractor has begun authorized work on behalf of the Veteran, Contractor shall inform PSAS within one (1) hour of unforeseen conditions prior to completion of the work. PSAS shall determine if work shall be completed, discontinued, or changed at that time, and disposition of equipment and parts shall be determined by PSAS.

If Contractor is instructed not to complete the work by PSAS, Contractor shall be reimbursed for the portion of the job that has been completed. Contractor shall be required to attest to these circumstances for invoicing purposes in lieu of written proof of delivery.

C.14. Repair Estimates

- a. During Working Hours, Contractor shall submit an email estimate to the Purchasing Agent and carbon copy the Prosthetics Representative if requested by MEDVAMC. Verbal estimates may be accepted if Contractor is out in the field and is unable to provide an electronic estimate. The verbal estimate shall be followed with an email of the estimate within one business day.
- b. Contractor shall attempt to resolve problem within first service call. It is expected that needed supplies for routine repairs shall be taken along to the Veteran's home so that simple repairs can be accomplished in one (1) visit.
- c. If work cannot be completed in the initial service call, Contractor shall send to the PSAS representative via email an estimate itemized to include list of required parts showing manufacturer, stock/part number, and cost for each item and the delivery charge as well as length of time required for repair. In the event the Contractor is not able to email, notification shall be made by telephone to the COR, Prosthetic Rep, Purchasing Agent, and/or overnight mail within one calendar day of the occurrence.
- d. For all repair services, except emergencies required during non-working hours, Contractor shall contact PSAS during the next workday for approval prior to starting any repairs.
- e. The CO, COR, Prosthetic Rep, or Purchasing Agent, reserves the right to compete all repair services over the micro-purchase threshold. The CO, COR, Prosthetic Rep, or Purchasing Agent also reserves the right to purchase required parts and have them delivered to Contractor. In the event Contractor is authorized to provide parts for repair, Contractor shall provide the part(s) at Contractor's cost. Submission of the manufacturer's invoice of total cost to Contractor is required prior to payment.

C.15. Emergency / Non-working Hours

On occasion, there may be a need for emergency services during non-working hours. Emergency services may be requested by an authorized Ordering official for delivery and set-up of VA stock equipment. An example would be a hospital bed delivery for a Veteran being discharged during non-working hours.

Emergency repairs during non-working hours shall be limited to equipment or repairs previously provided or issued by VA, and instances where there is a clear indication of a safety issue for the Veteran that needs to be addressed before the next business day. In the event an emergency repair is required, Contractor shall have preauthorization for such repair not to exceed \$500 per occurrence.

Repairs above the preauthorized amount shall have authorization from the Purchasing Agent and/or Prosthetics Representative. Repairs shall not be authorized for convenience or situations where there was no safety issue necessitating an immediate repair.

Contractor shall submit a proper invoice along with the circumstances of the emergency repair/service to the COR, Purchasing Agent, and/or Prosthetics Representative on the first business day following the emergency repair/service.

C.16. Notification of Delays

Contractor shall notify the COR, Purchasing Agent, and/or Prosthetic Representative via email and provide written justification as to why they are unable to deliver the required services in accordance with the Government's required delivery date. In the event the Contractor's email is not available, notification shall be made by telephone to the COR, Purchasing Agent, Prosthetic Representative, and/or overnight mail within one calendar day of the occurrence.

C.17. Delivery Zones

VA service areas include the MEDVAMC, CBOC's and surrounding areas listed in the scope of this PWS. Contractor shall have pick-up, delivery, and repair capabilities to perform work outlined in this PWS within the defined contract timelines.

C.18. Storage

Contractor shall provide a secure, contained area, with adequate space, for the storage of Government owned supplies and equipment covered under this contract. The storage area shall be adequately equipped with industrial shelves and bins to properly accommodate the items being stored. Oversized boxes or containers shall not be stored on the floor, but on raised pallets and/or platforms. Storage area shall conform to all applicable State, local and National Fire Protection Association (NFPA) Codes.

The storage area shall be climate controlled, throughout the year. Temperature shall be kept between 50 degrees and 90 degrees Fahrenheit. Shall have adequate ventilation/air circulation, relevant to the proper temperature and humidity for the equipment being stored to protect DME. The storage area shall be pest/rodent free in well secured area with adequate space for the storage of Government furnished property provided to Contractor. DME shall be stored in an orderly properly label arrangement to prevent damage and to facilitate periodic inventory inspections by VA officials, and to allow for immediate access to all items and component parts.

Contractor shall have in place a process to assure that stored equipment is in good working order before delivery. Failure to check equipment prior to delivery may result in non-payment for delivery. All equipment shall be labeled or tagged and dated to document such procedures.

Equipment shall be protected from the elements during storage and delivery. Clean and dirty equipment shall always be separated and shall be provided with protective covering during transport.

The VAMC reserves the right to provide items from stock sources for inclusion in storage to provide for the needs of Veterans within the intent and meaning of the contract and to provide a location other than a Veteran's residence for pick up and/or reissue.

Contractor shall provide adequate storage for VA and Veteran DME at Contractor facility at no additional charge to the VA.

Contractor's facility shall be equipped to receive various deliveries of DME to their storage location during normal working hours via trucking/van companies. Below is an estimated amount of storage space required by MEDVAMC: 2,500 sq. ft.

Contractor shall ensure that Clean and Dirty areas are kept separate. Items that have been cleaned/ sanitized, refurbished and/or repaired shall be identified as such and stored separately from those items recently recovered awaiting necessary cleaning, repairs, etc. Contractor shall ensure to separate clean/sanitized and dirty/un-sanitized equipment using the JC approved divider and protective covering.

Contractors at no time shall intermingle **Michael E. DeBakey VA Medical Center** supplies and equipment with Non-VA activities, other VA medical centers supplies/equipment, Contractor, other agencies, or other customer(s) which may or may not be used by Contractor.

Contractor shall divide VA storage space into three (3) areas with the following designations:

1. Pending Assessment/Un-sanitized
2. Pending Repair
3. Ready for Issue/Sanitized

C.19. Evidence of Insurance

Contractor shall submit with proposal a certificate of insurance which shall contain an endorsement to the effect that cancellation, or any material change, of the policies which adversely affect the interest of the Government shall not be effective unless written notice, 10 days in advance, is forwarded to the CO.

Contractor shall assume full responsibility for the protection of its personnel under this contract. The parties agree that Contractor, its employees, agents shall not be considered VA employees for any purpose.

Contractor's storage shall be insured against loss or damage to contents. Contractor shall be required to carry the following types and minimum amounts of insurance throughout the term of the contract:

Worker's Compensation & Employer's Liability:	\$100,000
General Liability (per occurrence):	\$500,000
Automobile Liability:	
• Bodily Injury (per person)	\$200,000
• (per occurrence)	\$500,000
• Property Damage (per occurrence)	\$200,000

C.20. Inventory

Upon commencement and completion of this contract, Contractor and COR shall jointly inventory all Government-owned equipment. Commencement inventory shall take place at the prior Contractor's location and an inventory list shall be signed by all parties. This inventory shall include item description, model/stock number, serial number, quantity, and condition. Condition shall be considered: New, Good, Fair, and Poor.

It is then the responsibility of the new contractor to pick up all Government owned equipment and supplies from the prior contractor. The cost for this transition shall not be a designated separate charge; it is anticipated that the transition expenses incurred shall be factored into the proposed overall offer.

Contractor shall provide a current inventory list of Government property in its possession by the third business day of each month to the COR, Purchasing Agent, and/or Contracting Officer. This inventory list shall contain the same information as the initial inventory list, and be submitted electronically to the COR, Purchasing Agent, and/or Contracting Officer. Inclusive with this inventory, Contractor shall provide a wheelchair checklist to include the make, model, serial number, seat depth, seat width, back height, and wheelchair width, in addition, whether the chair

has elevating or fixed leg rests, or removable or fixed arm rests, manual and/or power chair features.

Contractor shall establish and maintain a system of control to protect and preserve all Government property. Government property includes, but is not limited to, complete electric beds, power wheelchairs, manual wheelchairs, over bed tables, trapeze, patient lifts, shower chairs, all DME items as described in the Glossary of the Joint Commission Accreditation Manual for Home Care, and any items needed as part of discharge planning, etc. Inventory items list may change based on the needs of the Government.

Contractor shall maintain a cumulative inventory control record of DME issued upon commencement of the contract, and during the contract period.

The cumulative inventory control record shall contain and fully identify each item by the following:

- a. Date received
- b. PO number for delivery authorization
- c. Date issued
- d. Veteran's Name
- e. Veteran's last four of Social Security Number (SSN)
- f. DME Nomenclature
- g. Serial and Lot Numbers (if applicable)
- h. Make and Model Number
- i. Physical condition (new/used)
- j. Any modifications(s) incorporated therein
- k. Date reclaimed/picked-up
- l. Location (clean storage, temporary storage, or Veteran's home)
- m. Price when purchased, if available.
- n. Appropriate HCPC code.
- o. Name of the VAMC/CBOC the equipment belongs to.
- p. Items in possession of Contractor which are not available for reissue shall also be identified and the reason for their non-availability noted.

C.21. VA Direct Delivery of Inventory to Contractor:

Orders placed throughout the year by the VA facilities for replenishment of stock, or items to be delivered to the Veteran will be drop-shipped directly to the DME Contractor for storage.

Contractor's responsibility shall be to:

- Properly receive the DME and/or parts,
- Check for damage before accepting receipt from shipper,
- Document receipt,
- Proper inventory
- Store and secure

Contractor shall notify the COR, Purchasing Agent, and/or Prosthetics Representative within one business day of receipt of such orders, by providing the packing slips via electronic copy.

Contractor shall initiate a Receiving Packet that contains, all invoices, receiving documents, serial numbers, and acceptance certification of DME and/or parts received on behalf of the government. Contractor shall forward the Receiving Packet to the COR, Prosthetic Representative, and/or Prosthetic Purchasing Agent within five (5) calendar days of receipt of DME and/or parts, to

include the original packing slip(s). If packing slip is not available, Contractor shall provide the purchase order number (if available), date received, items received, and quantity.

In the event overages, shortages, or damages are discovered upon receipt of Government-owned DME and/or spare parts, Contractor shall provide a statement of the condition and apparent causes to the COR or designee immediately, no later than twenty-four (24) hours after occurrence. Only the quantity received shall be recorded in the official records.

Contractor shall NOT accept equipment or items that are damaged, and contact the COR, Purchasing Agent, and/or Prosthetics Representative immediately or as soon as possible. Original copies of delivery invoice and/or packing slip must be sent to the COR, Purchasing Agent, and/or Prosthetics Representative as designated by the MEDVAMC.

Items of equipment requiring no assembly shall be removed from the carton at no cost to the Government prior to delivery to the Veteran or the Prosthetics and Sensory Aids Service and inspected to ensure that all parts and pieces of the equipment are present and operable before attempting delivery. Failure to do so shall forfeit claim for payment of related return trips to complete the delivery.

Items of equipment requiring assembly shall be removed from the carton and inspected to ensure that all parts and pieces of the equipment/ and related accessories are present and operable before attempting assembly and delivery. Failure to do so shall forfeit claim for payment of related return trips to complete the delivery.

Contractor shall tag all items, that are VA property, appropriately as Government-owned DME and VAMC/VHCS location, and shall display the item description, make, model, item number, serial number of the item and any other VA identifiable information such as purchase order number.

Contractor shall establish and maintain a secure and electronic database and system of inventory control to protect and preserve all DME and Personal Identifiable Information (PII).

Material Security:

- a. Contractor shall be responsible for the security of the entire inventory received from the VA Medical Center. Loss, misuse, abuse, misappropriation, or destruction of any materials issued to Contractor shall subject Contractor to a damage claim equal to the full cost of repair or replacement by the VA Medical Center in accordance with the default provisions.
- b. Contractor shall assure that adequate security of material/information received from the VA Medical Center, CBOC, or from the Veteran/Caregiver, is following the Privacy Act of 1974 and HIPAA. As a minimum, security shall consist of but are not limited to the methods discussed as follows:
 - (1) Conduct reasonable screening of employees so that the workforce consists of responsible, qualified, and trustworthy personnel.
 - (2) Develop and maintain current access list of personnel who are authorized to enter those areas where Veterans Administration inventory is stored and/or processed.
 - (3) Develop a highly visible identification system which shall clearly differentiate between authorized and unauthorized personnel, for example, a system of controlled badges or uniforms.

- (4) Develop and ensure the use of positive control systems by use of logs or other recording devices listing manufacturer, make, model number, and/or serial number (if applicable). The use of a positive control system shall begin when inventory is received at Contractor's facility and shall continue until the inventory is returned to the Government or issued to a Veteran. Positive signature control shall be maintained at all steps of the process by Contractor.
- c. All rooms and areas of Contractor facility where VA Medical Center data and/or inventory is stored or processed shall be capable of being securely locked.
 - d. All MEDVAMC inventory shall be secured inside these locked areas, and outside of normal business hours shall be secured within appropriate containers/areas. A system shall be developed to ensure that these areas are locked after normal business hours. Such a system could be a checklist countersigned by Contractors employees.
 - e. All containers where MEDVAMC data/inventory is stored shall be securely locked. Contractor shall develop a system of procedures to ensure containers are locked outside of normal business hours.
 - f. Any instances of possible breakdowns of security procedures shall be immediately reported to the COR.
 - g. Contractor shall maintain individual records on each Veteran, which is to include name, social security number, item received, delivery date, pick-up date, and repairs. Upon completion of the contract, Contractor shall turn over all records to the COTR.

Discrepancies in Inventory: Discrepancies in inventory shall be investigated by Contractor and a written explanation provided to the COR or designee via FAX as noted above. Resolution of discrepancies shall be completed before the next inventory reporting period or as directed by the COR.

Inventories upon termination or completion: Immediately upon termination or completion of the contract, Contractor shall perform a physical inventory of all Government-owned DME applicable to the contract and provide the COR or designee with the Inventory Control Record document within seventy-two (72) hours after termination or completion.

Inventory Disposition/Disposal of non-serviceable DME equipment: There shall be no charge for disposal of DME equipment including electric motors, batteries, etc., to the Government, Veterans, caregiver and/or a family member. The COR or designee shall approve the disposal prior to its occurrence with proper documentation. The COR shall determine if equipment is deemed for loaner use.

Contractor shall properly dispose of open cartons of expendable medical supplies, single use Veteran items (i.e., mattresses, cushions, pads, and other soft goods) according to established manufacturer's guidelines and local regulations concerning waste disposal, at no additional expense to VA.

For multi-use equipment, Contractor shall follow the guidance of the COR/VA Representative in following proper VA procedures for the disposal of equipment. Contractor shall be responsible for replacement if this guidance is not followed.

Used standard mattresses shall not be stored or returned to any location for storage but shall be

cut/slice/burned/shredded (or by any other means allowable by Federal or State standards) rendering them unusable and disposed of in a timely manner at no charge to the government; except specialty wound mattresses. Specialty wound mattress shall only be disposed of when it becomes non-serviceable (See Equipment Pick-Up, Returns, and Disinfecting Equipment). Documentation of mattress destruction shall be included on the invoice that corresponds to the pick-up.

C.22. Rates:

- a. The basic rate shall include vehicle(s)/ transportation, the services of qualified driver(s), and certified technician. Also included is storage, set-up, assessment, service/labor charge to and from the Veteran's residence, and any other services called for by this solicitation, except repairs. The service/labor shall include all mounting hardware (i.e., nuts, bolts, and anchors, etc.)
- b. Rates for labor shall be priced based on an incremental thirty (30) minute "bench rate." The 30-minute incremental rate for repair shall be used when such service has been requested and approved by the COR or designee.

The incremental rate shall include all direct and indirect labor and overhead cost associated with the repair effort. The repair, incremental, 30 minutes shall begin when the Maintenance Technician arrives in the Veteran's home to start work and the incremental 30 minutes ends when the repair is completed, and the Technician leaves the home. This rate shall be applied to the time worked, regardless of whether the work is performed at Contractor's facilities or at the Veteran's residence. The VA reserves the right to purchase repair parts from alternate sources.

In instances where COR or designee, authorizes the use of contractor-provided parts, maintenance shall be priced to include the incremental 30-minute bench rate plus parts costs (at the manufacturer's cost).

- c. Payments for the Local area trips shall be computed as follows:
 - (1) The basic rate for trips within the Local Area shall apply plus.
 - (2) Mileage shall be included in trips within the 50-mile radius of the initiating VA Medical facility.
 - (3) Payments for trips beyond the Local Area (>50 Miles) shall be limited to "one way only".
 - (4) Google Maps shall be used to measure miles.
 - (5) More than one delivery and set-up or pick-up of Veteran items from a second Veteran's residence, when such service is made during the performance of a service covered in the price schedule, mileage may only be claimed for the longest distance over which a single delivery is made plus Contractor may charge the basic charge for delivery and set-up at 1(a) rates plus mileage between the Veterans residences. Contractor shall ensure that the pick-ups and deliveries are scheduled so that the total distance traveled shall result in the most economical charge to the Government.

(6) When delivery/pick-up is at the same residence, Contractor shall charge a single fee.

C.23. Site Visits / Inspections

- a. Prior to award of the contract, Contractor's facility shall be subject to inspection and approval by VA. VA, in its sole discretion, shall determine if Contractor's facility is adequate.
- b. The VA reserves the right to inspect, at any time during the term of this contract, Contractor's premises and VA equipment stored within and the vehicles used by the company to ensure they are in working order and have a separation of clean and dirty equipment, for the purpose of monitoring Contractor performance. Inspections shall be conducted by VA personnel (i.e., the COR and/ or designee, VA Inspection Team and/or Safety Engineer, Supply Chain Management, and/or Contracting Officer, and/or by the Joint Commission surveyors accompanied by VA personnel etc.) or virtually (by remote video, zoom) to assess the quality and monitoring of this contract, e.g., adequacy, compliance with contract requirements, recordkeeping, etc. Site visits/Inspections, in-person or virtually, shall be scheduled in advance or unannounced. All inspections shall be conducted during normal duty hours unless otherwise scheduled.
- c. Contractor shall make available all records and documentation necessary during the monitoring visits, including all paper and electronic records. Any electronic systems containing information require VA COR(s) or designees to have access to them.
- d. During the site visits, Contractor shall make available all records and documentation requested by the COR, Purchasing Agent, Prosthetics Representative and/or Contracting Officer. All training, licensure and competency files shall be maintained at each branch that the employee works at in addition to the central office for employees providing service under this contract. All equipment, records-keeping, parts, and supplies, etc. shall be arranged in such a manner as to afford immediate inspection and/or inventory reconciliation. An accountability file shall be established and maintained always showing all transactions and the total value of all property.
- e. Contractor shall be subject to inspections by Joint Commission or an equivalent accreditation organization, as part of the hospital Joint Commission Accreditation process if Contractor is not Joint Commission Accredited. If Contractor fails to meet accreditation process the contract shall be terminated. If during a visit from Joint Commission or equivalent accreditation organization, Contractor is found to have deficiencies that impact the hospitals accreditation, Contractor shall be afforded the same opportunity to correct the deficiency as the Joint Commission or equivalent accreditation organization provides the hospital. Contractor shall provide immediate notification to Prosthetic Representative, and/or Prosthetic Purchasing Agent, and/or NCO16 Contracting Officer of all return visits by Joint Commission or equivalent accreditation organization, and written documentation of all findings within thirty-six (36) hours following the visit. This applies to any Subcontractor or branches performing work under the terms of this contract. Contractors are responsible for ensuring that Subcontractors performing under this contract shall meet Joint Commission Accreditation standards and maintain those standards during the duration of this contract.

C.24. Employee Training / Licensure / Competency

- a. Contractor shall submit written documentation of evidence of current JC accreditation or accreditation by an equivalent body (which meets or exceeds JC Accreditation) to the VA Contracting Officer at time of solicitation to support this requirement. Contractor shall maintain current accreditation at time of award and for the duration of the contract.
- b. Contractor shall ensure staff is competent in all training, licensure, and competencies for all services under this contract, in accordance with Joint Commission Home Medical Equipment Standards or equivalent and are certified/licensed by the appropriate governing agency(s), and/or any other pertinent Government agencies.
- c. Contractor shall have written positions, current education, training and experience for routine deliveries and assembly, and maintenance/repair and cleaning of equipment. Contractor employees shall be knowledgeable about troubleshooting equipment, power equipment requirements, and structural considerations because of weight or installation requirements of specific brands and models of equipment.
- d. In addition, Contractor employees shall have the ability to give clear and concise education/instructions on full operation of equipment to the Veterans, caregiver and concerned persons.
- e. Contractor shall have written policies and procedures regarding staff credentials. Contractor employees shall have manufacturer-specific training and competency certification for each brand of durable medical equipment prior to performing work on equipment. Contractor shall provide manufacture training certificates and competency, for all employees to be utilized on this contract, on the following brands at minimum-Invacare, Motion Concepts, Sunrise Medical, Pride, Golden Technology, Drive Medical, TiLite, and Permobil. Contractor shall provide a current list of all employees to be utilized on this contract, and copies of their credentials, to the COR at the time of solicitation, the time of award, and for the duration of this contract. Company past performance information, duty rosters and credentials must accompany the price and technical proposals. Any changes to the duty rosters and employee credentials noted at the time of award and during the performance period of the contract must be submitted to the COR within five (5) business days of the change.
- f. Additionally, Contractor shall have an individual certified technician by the Rehab Engineer and Assistive Technology Society of North America (RESNA) professional certification or the capability for certification if awarded this contract. This certification is required to ensure compliance for set-up, delivery, Veteran fitting, and education of highly technical custom manual and power mobility devices (subcontractor) and shall be submitted with the solicitation package.
- g. Contractor's personnel qualifications shall include competency statements (task/age specific, following applicable OSHA and JC guidelines).
- h. Contractor shall have a formal training plan for each employee. Contractor shall educate, evaluate, and document employee education in strict accordance with current Joint Commission accreditation standards.
 1. HIPAA and Privacy training shall be required for all Contractor employees for those working in VISN 16 and for those staff at other offices in the country that handle Veteran-specific information – at minimum on an annual basis.

2. Only employees that have been properly trained and who have demonstrated competency shall perform DME services, equipment deliveries, recoveries, and Veteran /Caregiver education under this contract.
 3. Continuing education shall be required as deemed necessary by Contractor for employees to perform in accordance with responsibilities. A minimum of once-a-year indoctrination of changes of JC and/or Centers for Disease Control (CDC) regulations.
- i. Contractor shall provide and document appropriate orientation/training programs for all Contractor employees involved in the delivery/recovery of DME devices, e.g., safety and equipment management appropriate to the service provided, electrical requirements, back-up system, equipment safety checks, troubleshooting, equipment set up, infection control procedures, Veteran confidentiality, and handling emergencies, etc. Copies of the orientation/training programs attendance sheets (with employee signatures) and manufacturer's training certifications shall be provided upon date of contract award and annually to the COR, Prosthetic Representative, and/or Contracting Officer. Documentation shall support job assignments, training, orientation, and experience of all staff.
 - j. When any services under the contract are not provided directly by an employee of Contractor (i.e., subcontractor), Contractor shall have a contract with the subcontractor defining the nature and scope of services provided. The contract shall stipulate that the contracted individual or organization shall adhere to organization policies, including personnel (qualifications, licenses, manufacture certifications, competencies, training requirement, etc.) compliance with Joint Commission standards or equivalent, and this documentation shall be on file at the location of branch where staffs are providing services during VA site visits.

C.25. Vehicles/Driver/Technicians/ Personnel

- a. Contractor shall comply with all applicable state laws concerning licensing and operation of motor vehicles. The vehicles used in the performance of this contract shall be properly licensed and insured to meet the minimum requirements as mandated by each state/county/city in which performance occurs. Vehicle shall be able to be secured and shall be locked when unattended. Vehicle documentation is subject to review upon request of the COR or designee.
- b. Contractor shall ensure all recovered equipment contained in Contractor's vehicle is separated from new and cleaned equipment during transport, in accordance with Joint Commission requirements or equivalent.
- c. Contractor's vehicle shall be weather tight. Vehicle walls, ceiling and floors shall be of a surface that can be easily cleaned and sanitized and have areas clearly marked to separate clean and soiled/contaminated equipment/supplies. Contractor shall use a barrier in the delivery/pick-up vehicle to separate disinfected/clean items from non-disinfected/dirty items at any time when both classes of items shall co-exist in the vehicle. The delivery truck shall be kept in a sanitary condition, so that contamination of the equipment shall not occur during transport. The interior of the vehicle must be routinely disinfected after removal of any non-disinfected/dirty items and have documented proof of the routine disinfection, to include dates and times.

Delivery/pickup vehicles shall be equipped with a first aid kit, infection control supplies, standard operating procedure manual, vehicle registration, and daily trip/log inspection, as well as items required for vehicle breakdown. Used/Dirty DME shall be sealed with plastic bags/covering during transport to protect any clean equipment located in the transport vehicle.

- d. Contractor shall have all vehicles used in the performance of services under the contract in good working condition, clearly marked with company identification/logo, and conform to CDL weight capacity for the types and weight of equipment being transported. They shall be able to handle all forms of DME for safe delivery and pick-up.
- e. Documentation of regular maintenance, and any inspections related to the vehicles or their contents shall be subject to review upon request of the COR or designee.
- f. Contractor shall submit with the proposal a list fully describing the vehicle(s), make, model, license number and year, motor number, DOT number and company ID number to be used during the contract; include the location and telephone numbers of Veterans/Caregivers establishment where calls are received, and vehicle(s) are immediately available for dispatch. This documentation must contain information as to the metering devices or methods Contractor shall use in determining mileage. The COR shall be notified in writing of any equipment added after award of contract.
- g. Contractor shall furnish in the space provided below, all vehicle(s) to be used in performance of said contract, to include make, model, license number and year, motor number, DOT number and company ID number:

<u>MAKE/MODEL</u>	<u>LICENSE NO/YEAR</u>	<u>MOTOR NUMBER</u>	<u>DOT NUMBER</u>	<u>COMPANY ID NUMBER</u>

Interaction between Contractor Personnel and Veterans: The Veterans serviced by this contract have significant physical disabilities or chronic illnesses that, in many cases, influence their behavior and lifestyle. It is of the utmost importance that a high degree of sensitivity and professionalism shall be demonstrated when Veteran/Caregiver contact is made.

Contractor’s personnel servicing Veterans shall always demonstrate a high level of courtesy and consideration when providing services, to include being discreet and tactful, and demonstrating concern, compassion, and patience.

Employee Safety, Identification and Conduct: Steel-toes shoes shall be worn by all Contractor employees performing under this contract in accordance with Occupational Safety and Health Administration (OSHA) requirements. Identification badges with a photograph, employee’s name, and company name shall be worn by the employees performing under this Contract. Contractor personnel servicing Veterans shall present themselves in a neat, clean, and professional manner and verbally identify themselves. Contractor employees shall ask permission to enter the Veteran’s/Caregiver’s home.

Contractor shall be responsible for the acts and omissions of its employees, its Subcontractors, its satellite offices, and their employees.

Contractor shall remove any employee from the performance of service under this contract if their behavior and the level of service provided are not in accordance with the specifications and requirements contained herein.

C.26. Contractor Failure to Meet Government-Required Delivery Schedule

- a. In the event Contractor is unable to deliver the required services in accordance with the Government's required delivery schedule, the VA reserves the right to exercise all remedies that it has at its disposal including, but not limited to, planning with an alternate vendor, without contract penalty against the VA.
- b. Contractor shall immediately notify the COR, Prosthetic Rep, or Prosthetic Purchasing Agent via email of inability to deliver the required services and document as to why they were unable to perform the service as required by the contract.
- c. Contractor shall provide notification to the COR, Prosthetic Rep, or Prosthetic Purchasing Agent to allow the VA time to seek other alternatives or remedies necessary to complete the contract requirements for Veteran care.

C.27. Direct Care

Contractor shall not provide hands-on care, assess Veteran's needs, discharge from ordered services or do plans of care with any Veterans.

C.28. Equipment Pick-Up, Returns, and Disinfecting Equipment

- a. Contractor shall establish written procedures to deliver, recover, receive, clean/sanitize and, when appropriate, sterilize reusable items. Such procedures shall address the separation of clean and unclean equipment in the storage, delivery, and recovery of DME devices. Contractor's written policies shall include equipment handling and cleaning in accordance with Joint Commission standards or equivalent. Contractor shall inform the COR and obtain COR approval before making any changes in policies and practices governing equipment handling and cleaning.
- b. Returned equipment that Contractor has been authorized by PSAS to pick up shall be inspected and tested for satisfactory operation. Contractor shall notify PSAS if the equipment is serviceable and economically feasible to repair/refurbish for reissue.
- c. Any items identified by Contractor or PSAS as unserviceable or uneconomically repairable shall be reported to the COR, Purchasing Agent, Prosthetics Representative, and/or Contracting Officer for specific disposal instructions.
- d. Contractor shall follow the Center for Disease Control (CDC) guidelines or what is required by Joint Commission standards in cleaning equipment recovered from the Veteran's/Caregiver's home. Contractor shall disinfect, sanitize/sterilize all used durable medical equipment in storage prior to delivery, all durable medical equipment being returned to inventory after use, and picked-up from the Veteran's/Caregiver's home before it is placed in Contractor's storage for reissue. The procedure shall be appropriate to the type of equipment.
- e. Contractor shall comply with universal precautions in the cleaning of recovered equipment as required by Joint Commission Standards in recovery, delivery, and storage process, i.e., Contractor shall wash in detergent/disinfectant solution, LPH or equivalent. After cleaning and sanitizing, the equipment shall be lubricated with an

- appropriate grease, oil, and/or silicone spray.
- f. Returned equipment shall be cleaned and thoroughly rinsed and dried to prevent corrosion/rusting before reissue in accordance with Maintenance/ Repair & Refurbishing of DME, paragraph (h) above and with the general principles of equipment decontamination as follows:
- (1) The single most important procedure for good infection control and prevention of cross-contamination is the removal of all visible soil and proper application of disinfectant.
 - (2) Hand-wash equipment starting at the top and working down. Use a brush to reach all crevices. Hand-wipe with damp cloth electrical cords, coil and secure with a binder. Wash casters and wheels last.
 - (3) Always rinse cleaning towels in disinfectant solution between use on pieces of equipment.
 - (4) Apply good aseptic technique when turning an object over to clean the other side. Wipe work surface with disinfectant solution before turning the item over to be cleaned. Apply enough solution to be damp but not saturated.
 - (5) All equipment and parts shall be maintained in separate locations denoting "clean/ready-to-use" and "contaminated/awaiting proper cleansing procedures".
 - (6) If contaminated equipment is placed in the same vehicle, it shall be separated from clean to avoid cross contamination (i.e., curtain in vehicle or wall).
- g. Equipment returned shall be inspected and placed in operating condition for reissue according to manufacturer's instructions. All equipment shall be checked to ensure that it functions correctly prior to reissue.
- h. All equipment returned/picked-up shall be documented on date cleaned and returned for storage in a noncontaminated storage area for future re-issuance. All clean equipment shall be properly bagged, sealed, labeled, or tagged, and dated to document clean/sanitize/ sterilization procedures.
- i. Contractor shall inspect used items and make an initial determination as to whether any item can be re-used, repairs are needed, or if the item is not re-usable. Items that are not reusable shall be disposed of after COR or designee has given authorization. Within 72 hours after pickup all reusable items shall be inspected, cleaned lubricated, disinfected, and returned to VA stock for reissue. Minor adjustments shall be made to the equipment at no additional charge. When inspecting returned items, if repairs are required, Contractor shall submit an estimate for charges within seven (7) days of pickup, for approval and acceptance by the COR or designee before making the repairs.
- j. Contractor shall NOT re-issue or distribute used standard mattresses or mattress covers to the Veteran, regardless of the amount of time kept within the Veteran's/Caregiver's home.

Specialty Equipment

- a. Specialty wound mattresses are the exception. Reclaimed or returned specialty mattresses are to be thoroughly cleaned, disinfected, sanitized, and protectively wrapped in plastic. Specialty mattresses shall be serviced in accordance with JC standards/or equivalent and the manufacturer instruction and assessed as to its working condition.

Specialty mattresses shall be coordinated with the PSAS staff or COR for proper removal, and/or storage.

- b. Items indicated by Contractor as suitable for re-issuing shall be available for immediate reissue upon request by the COR, Purchasing Agent, Prosthetics Representative, and/or Contracting Officer

C.29. Solicitation

- a. Contractor shall transact business only with VAMC Prosthetics for DME Services and devices and under no circumstances deal directly with, or solicit from, Veterans, caregivers, family members, or insurance plan providers; to include any encouragement to engage in solicitation efforts by another vendor, manufacturer, individual, sub-contractor, or entity.
- b. Contractor shall contact a Veteran only for delivery and/or pick-up arrangements as ordered by the COR or designee. At no time shall Contractor offer to/or pick up VA issued equipment from Veterans and/or caregiver(s) without express written authorization from the VA.

C.30. Warranty and Guarantees

- a. Contractor shall be responsible for executing and/or scheduling all maintenance and repair of the delivered and existing DME, to include equipment where the manufacturer's warranty period has ended.
- b. Contractor shall verify with the Manufacturer for warranty coverage for repairs prior to performing repairs and billing VA. Repairs required under Manufacturer's warranty shall be performed by the Manufacturer or its authorized representative. In cases where the part/equipment is under the Manufacturer's warranty period, Contractor shall coordinate with the Manufacturer's representative to ensure all appropriate repairs are completed. Contractor shall not be compensated by VA or the Veteran for any work performed under the Manufacturer's warranty parts replaced by the Manufacturer. Note: These repairs are not required to be performed by Contractor unless they are authorized as a Manufacturer's representative to perform the repairs.
- c. Contractor shall warrant all labor performed in repairing/maintaining DME (both manual and powered) for a period of 90 calendar days from the date of service barring equipment abuse. Contractor, at no cost to the Government, shall perform additional or subsequent maintenance/repair requirements for any DME item previously repaired within 90 days by the Contractor. Contractor is not liable for warranting labor if defective parts are received for those items covered by the manufacturer's warranty period.
- d. Contractor shall extend to the VA Medical Centers the same guarantees and warranties for all services provided because of this contract that he/she would normally offer for similar services and items provided to the public.
- e. Contractor shall be required to specify the guarantee and warranties applicable to repair and/or renovation of an individual item as part of Veterans/Caregivers estimate.

C.31. Incident Reporting System

Contractor shall maintain an Incident Reporting System for reporting and documenting all accidents and injuries and for documenting safety hazards. Contractor shall investigate all reported accidents and injuries. In the event of an accident or injury, Contractor shall notify the COR, Prosthetic Representative, and/or the Contracting Officer of all incidents within **one business day** after occurrence, and a follow-up evaluation shall be provided to the VAMC within five (5) working days of investigation, or as otherwise indicated in this contract. Contractor shall report equipment malfunction, serious injuries or death associated with equipment to the COR, Prosthetic Representative, and/or the Contracting Officer within one (1) hour of incident.

(a) Emergent Veterans Safety Reports.

Contractor shall provide the following emergent Veteran safety reports in writing, within three (3) business days of the action, throughout the contract period.

Sentinel Events - Contractor shall inform the Facility Prosthetics Chief and COR or designee(s) within one business day of a sentinel event (as defined by Joint Commission) that occurs during the performance of this contract that involves VAMC Veterans.

Veteran Care Abuse or Neglect - Contractor shall report to the COR, Prosthetic Representative, and/or the Contracting Officer of suspected incidents or evidence of abuse or neglect to the Veteran by family members or caregivers. Suspected incidents shall be reported immediately (within 24 business hours) to the COR, Prosthetic Representative, and/or the Contracting Officer as well as to the local adult protective agency. Contractor shall follow all federal, state, and local laws in reporting suspected incidents of abuse or neglect.

C.32. Equipment Tracking/ Recalls

- a. Contractor shall ensure compliance for all specified medical devices to be tracked in accordance with the Medical Device Tracking Regulation required by the Safe Medical Device Act (SMDA) of 1990, 51 9(e) of the Federal Food Drug and Cosmetic Act. Contractor shall maintain a system for tracking of equipment hazards, defects, and recalls and shall maintain an effective written recall plan. A copy of this plan shall be provided to the COR within thirty (30) days after contract award.
- b. All product recalls including required or recommended removal, adjustments or modifications associated with equipment delivered or repaired under this contract shall be reported to the COR, Prosthetic Representative, and/or Contracting Officer in writing within one business day after occurrence. Any items subject to a recall shall be discontinued from use until otherwise authorized by the COR, Prosthetic Representative, and/or the Contracting Officer. Contractor shall provide the following information to the COR, Prosthetic Representative, and/or the Contracting Officer via email within 24 hours after occurrence:
 - (1) A complete item description, identification, serial numbers etc.
 - (2) Administrative identification data including contact number, order numbers, and order date
 - (3) Reason for recall, removal, adjustment, or modification

(4) Instructions and Contractor recommendations for appropriate corrective action

In the event the Contractor's email is not functioning, notification shall be made by telephone to the COR and overnight mail within one business day of the occurrence.

C.33. Infection Control Requirements

- a. Contractor shall have a current written infection control policy for surveillance, prevention, and control of infection. The plan shall meet current Joint Commission standards or equivalent. Contractor shall have a system in place to evaluate, report and maintain records of infection control related to the care or service provided among Veteran and as appropriate, among staff. Contractor shall provide documentation of training in infection control standards for all contractor personnel utilized in the performance of this contract at time of award, and as requested by VA.
- b. Contractor shall take measures to prevent, identify, and control infections. Infection control procedures relate to the care or service provided and shall address, at a minimum, personal hygiene, transmission based on precautions, aseptic procedures, staff health and transmitted infections, and appropriate cleaning and disinfection of equipment. Contractor shall exhibit the importance of infection control and personal hygiene and know their responsibilities regarding infection control.
- c. Contractor's employees shall wear masks according to Center for Disease Control and Prevention Center (CDC) and Occupational Safety and Health Administration (OSHA) recommendations. Contractor employees, with a contagious disease, shall not be in contact with Veterans or clean equipment. If any Veteran is exposed to a communicable disease by contracted staff during an identified incubation period, Contractor shall report this to the COR, Prosthetic Representative, and/or the Contracting Officer within 24 hours of notice. The communication shall include the name(s) of any Veterans exposed and the type of exposure. Contractor shall report all communicable diseases to appropriate local and state agencies.
- d. Contractor shall ensure compliance with Occupational Safety and Health Administration (OSHA) safety guidelines and Center for Disease Control and Prevention (CDC) guidelines related to communicable disease/virus, as required to avoid service delays in the execution of this contract. Contractor shall provide employees with all protective safety equipment/personal protective equipment (PPE), required, to effectively perform the services outlined in this contract.
- e. Standard precautions shall be used to prevent exposure to blood borne diseases, and communicable disease/viruses, while in the Veteran's/Caregiver's home serving the Veteran, and when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids, and when contact with Veteran/Caregiver is anticipated during the delivery/pick up (i.e., there is a high-risk for transmission of infection between Contractor, Employee, and Veteran). Masks shall be worn while in the Veteran's/Caregiver's home.
- f. Contractor's warehouse shall have clearly labeled storage areas marked off with tape. Contractor shall have set procedures that shall meet Joint Commission Standards or equivalent for handling the pick-up of dirty equipment.

Standards of Infection Control shall be maintained to include but not limited to:

1. Separation of clean/dirty DME

2. Bagging and Packing as appropriate
3. Designation and markings:
4. Cleaning process areas
5. Storage areas
6. Repair areas
7. Transportation vehicles

C.34. Preventive Maintenance

For all suction pumps and Enteral feeding pumps, contractor shall provide preventive maintenance in accordance with manufacturer's requirements or standards, applicable state board of pharmacy or federal law, and/or JC requirements.

Contractor shall use an electronic system and/or apply a sticker identifying date of inspections, technician, and date of next inspection after completion of preventive maintenance inspections.

C.35. DME Checklist and Veteran Rights Document

Contractor shall provide a DME Delivery Checklist, and Veterans' Rights and Responsibilities (Attachments 1 and 2 respectively) document at the time of each delivery to each Veteran. These documents serve as a place to document the Veteran's/Caregiver's signature of receipt of items being delivered, receipt of manufacturer's written instruction-in-use, and understand how to safely use and care for the equipment. The DME Checklist shall include information to the Veteran/Caregiver regarding procedures to follow to contact the VA in the event emergency services are needed in relationship to the delivered equipment. One copy of the DME Checklist and Veterans' Rights and Responsibilities document shall be left with the Veteran/Caregiver.

Contractor shall provide a signed copy of the DME Checklist to the VA Ordering Official who placed the order within 3-business days of completion of work. Contractor shall review the Veteran's rights document with all delivery, set-up, and repair personnel to help ensure these rights are honored. These Veteran-signed documents shall not be made available to other organizations and the public unless authorized by the Contracting Officer. This service is included in this contract at no additional charge to the VA.

C.36. Reports

(a) VA Quality Control and Veteran Satisfactory Survey (Quarterly)

Contractor shall have an on-going VA-specific Quality Control (QC) program designed to monitor and evaluate the quality of the DME services provided to Veterans, identify, and resolve problems and pursue opportunities to improve DME services for Veterans objectively and systematically.

Contractor shall provide/forward a DME Patient Satisfaction Survey electronically on their website/portal database for the COR, Prosthetic Representative, and/or Contracting Officer's to review, track result of each veteran service. Contractor shall collect, trends, and report on important processes and outcomes data related to Patient care and organizational functions to the COR or designee on a quarterly basis for each contract performance period via encrypted email and fax. The quarterly report is due to the COR within the 5th working day at the conclusion of the quarter.

A quarterly summary of the Quality Control Program and Veteran Survey shall consist of 1/10th of the Veterans visited for the quarter and shall be submitted to the COR by the fifth workday of each new quarter. Quarters begin on October 1; January 1; April 1; and July 1 of each year.

Veteran's Satisfaction Surveys shall be performed **quarterly** with a random **10%** sampling by Contractor. Analysis of the survey along with originals of the actual survey shall be provided to the COR or designee, (along with any actions taken) quarterly, or upon request.

The COR, Prosthetic Representative, and/or Contracting Officer shall monitor Contractor's performance in the following areas:

- Was the set-up or delivery completed within 48 hours?
- Was all documentation received in Prosthetics within 5 working days?
- Did the paperwork indicate New or Used?
- Serial Numbers annotated.
- Was Veteran education completed?
- Were Veteran or Caregivers signatures obtained?
- Were any safety issues identified & noted?
- Was the overall documentation correct, complete, and timely?

The contract shall be monitored in the above areas and shall allow for a **maximum non-compliance** rate of no more than **5%** in any individual area and shall allow for an overall **non-compliance** rate of **10%** in all areas combined.

(b) Veteran Home Visit Aggregate Report

(c) Weekly Inventory Report

New Deliveries: Contractor shall maintain and provide to the COR or designee, on a weekly basis, an itemized list of all new DME deliveries, repairs, pick-ups, and received equipment. Report shall be cumulative – to include:

- a. the Veteran's last name, last four of Veteran's/Caregiver's SSN
- b. DME item(s) including serial number,
- c. Equipment condition,
- d. Date of visit,
- e. PO number and progress notes by the provider and any further comments by Contractor.

Contractor shall complete and send the report to the COR, Prosthetic Representative, and/or the Contracting Officer, as stated above, by PKI encrypted email, in-person delivery or by fax, no later than by close of business of the 2nd business day of the following week. Contractor shall designate a POC for the weekly inventories as a liaison to PSAS inventory staff.

(d) Monthly Inventory Report

Physical Inventory: Contractor shall establish and maintain a system of control to protect and preserve all Government property. A monthly physical inventory of all equipment in storage shall be submitted to the COR. Monthly inventories must be submitted via email to the COR or designee on or before the 3rd workday of each month. This inventory shall include:

- a. The item description,
- b. Quantity of items
- c. Serial and Lot numbers (if applicable)
- d. Conditions thereof

(e) Monthly Timeliness Report

Contractor shall provide the COR at each facility served a monthly timeliness report approved by the COR. The report shall show the purchase order number, date received, type of service (delivery/pick up/repair), date delivery or repair was completed. The report shall include a monthly trend graph that depicts the timeliness of service by month and facility.

The timeliness report and graph shall be provided to the COR electronically, by the 5th workday of each month.

(f) Quarterly Summary Report

Contractor shall provide to the COR, Prosthetic Representative, and/or the Contracting Officer (by PKI encrypted email, in-person delivery or by fax) a quarterly summary report of services performed by Contract Line-Item Numbers (CLIN). Quarters shall end March, June, September, and December. The report shall be due no later than the 10th calendar day after the end of the quarter. The quarterly summary report shall include reporting period, date and signature of person assembling the report. The body of the report shall be a summary of all transactions by CLIN's (e.g., 0001, 0002, 0003, etc.) to include number of transactions per month per CLIN and totaled per quarter; Total price per month per CLIN and totaled per quarter. The total quarterly price shall be indicated at the bottom of the page.

(g) Joint Commission Compliance Report

Non-Joint Commission (JC) accredited contractors shall be required to provide comprehensive monthly reports, approved by the VA, throughout the duration of the contract with specific documentation for each JC standard showing they are in 100% compliance with each applicable JC standard.

This report shall be provided to the COR electronically, by the 5th workday of each month. Joint Commission Standards can be found at <http://www.jointcommission.org/>.

C.37. Notifications**(a) Refusal of service**

All Veterans have the right of refusal of service. In the event a Veteran refuses service or orders the equipment to be removed from the home, at the time of delivery, Contractor shall comply with the Veteran's wishes. However, in addition to a written report, Contractor shall report the specifics of the refusal to the COR or designee by telephone within 1 hour. If the refusal occurs during a home visit, Contractor's staff shall try to notify the COR, Prosthetic Rep, and/or the Contracting Officer of the refusal during the home visit, prior to leaving the Veteran's/Caregiver's residence.

If, through no fault of Contractor, the Veteran refuses acceptance of the equipment being delivered after Contractor has made the delivery trip, payment shall be made with documentation of the reason for refusal on the invoice. Contractor shall advise the Veteran/Caregiver to direct all question/concerns relating to the equipment delivered/picked-up/repared to the COR, Prosthetic Representative, and/or Prosthetic Purchasing Agent and other medical needs to the Veteran's physician.

Contractor shall add back into VA inventory, and shall indicate on the weekly inventory report sent to VA inventory designee, all DME refused by the Veteran/Caregiver.

(b) Equipment Misuse/Abuse or Neglect

Contractor shall notify the COR, Prosthetic Representative, and/or Prosthetic Purchasing Agent of any care planning issues, inability of Veteran/Caregiver to demonstrate instructions for using equipment, and abuse/ misuse or neglect of equipment issued to the Veteran

(c) Log of Issues/Complaint Log

Contractor shall maintain a log that tracks all Veteran/Caregiver and VA staff issues or concerns for the Medical Center/CBOC's, as applicable, and provide a timely, appropriate response within 3 business days of receipt of the complaint. The log shall be sent back to the COR or designee NLT 5 business days via PKI encryption and include the Veterans name and SSN, date of complaint, statement of the actual complaint, the action/resolution taken, statement of whether the complaint was valid or not, and what is being done to prevent a reoccurrence in the future.

(d) Log of Service Calls

Contractor shall maintain a log that tracks transactions made by Contractor with the VAMC/CBOC, to include purchase order numbers and by the veterans receiving the services. The transaction is defined as information of dates and times of performance, location of performance, and Contractor employee performing the service.

Upon request Contractor shall provide the status for open orders which include the dates and times of appointments, names of individuals contacted, and estimated completion dates.

(e) Weather Incidents (Summary of Events)

Contractor shall provide to the COR, Prosthetic Representative, and/or the Contracting Officer, a written Summary of Events report related to any weather events (hurricanes, tornadoes, tropical storms, snowstorms, etc.) within three (3) business days of the action, throughout the contract period. All other non-emergent incidents involving Veterans shall be reported to the COR or designee within 24 hours of the incident.

C.38. Acceptable Service, Reporting Systems and Quality Control

Contractor shall maintain acceptable service, reporting systems and quality control that meets the level of Joint Commission Standards. Failure to comply with the specified terms and conditions and/or adverse reports from external monitoring agencies that indicate poor quality of care may be grounds for termination of the contract. Email and overnight mail notification shall be provided by Contractor to the COR regarding any adverse action of Contractor taken by a regulatory agency.

The VA shall monitor all contract specifications (i.e., timely delivery, proper equipment installation, Veteran education and product reliability). A ninety-five (95%) accuracy and satisfaction rate must be maintained throughout the contract period.

Performance Improvement Review

Contractor shall submit their Periodic Performance Review for contracted services to the COR or designee via encrypted email or fax within 90 days of the end of base or option year annually. Contractor shall assess and score each Joint Commission standard and element of performance that is applicable to the contracted services by entering a self-assessed score. Any noncompliant findings or gaps in service identified on the self-assessment shall require a plan of action to correct

as part of the Periodic Performance Review submitted to the COR or designee.

Contractor shall conduct a performance improvement review to check on the prescription accuracy and compliance. This includes a minimum of 10% of the DME delivery records, quarterly. Contractor shall report all documents to the COR, Prosthetic Representative, and/or the NCO16 Contracting Officer.

The COR, Prosthetic Representative, and/or the NCO16 Contracting Officer may validate information through either unannounced site visits, review of records or calls to the Veteran. Documentation shall be made available to COR, Prosthetic Representative, and/or the NCO16 Contracting Officer upon request.

Contractor shall provide a written, quarterly report addressing all Joint Commission Standards for improving organizational performance (The Joint Commission standards may be accessed at www.JointCommission.org).

Quality Improvement Meeting (DME).

Contractor shall meet with the VAMC no less than on a quarterly basis to review performance and quality service to Veterans. Coordination of meeting shall be determined by the COR or designee in consultation with Contractor.

C.39. Bereavement

Contractor shall establish a written policy detailing how employees are to approach and deal with bereaved family members when picking up or delivering equipment for a deceased Veteran. This plan shall include training to all employees who work with Veterans and/or their families. Contractor shall provide this plan within ten (10) calendar days of award. The COR shall review and approve the policy and training plan prior to implementation by Contractor. The COR shall have sole discretion in determining whether the plan is accurate and shall make such determination within ten calendar days of receipt of the plan.

In the death of a Veteran, served under this contract, Contractor shall notify the COR or designee within 24 hours of discovery. Should the COR receive initial notification of the death of a Veteran, the COR or designee shall notify Contractor in the same manner.

C.40. Continuity of Service

A ninety (90) day phase in/phase out period, effective on the contract commencement date is required to facilitate a potential change in Contractors upon expiration of the current contract and to ensure continuity for service for Veteran care. When there is a change in Contractors, it shall be the responsibility of the new Contractor to transfer/ transport all Government owned equipment and/or accessories held in storage, as well as, a copy of each Veteran's file, by the prior Contractor to Veteran's/Caregiver's facility, and store the equipment at the new Contractor's location. These items shall be stored separately by the previous contractor for a phase-in period of not to exceed 30 days. These services shall be at no cost to the VA. Contractor agrees to a 30-day phase-in period for the transferring of supplies and services to the Veterans. This shall allow Contractor to organize and prepare to allow a transition period without undue stress or interrupted service to the Veteran. It is agreed and understood that scheduling, transfer of inventory, and storage shall be resolved between the two Contractors, and that the new Contractor shall be **solely responsible** for ensuring availability of the Government owned equipment and/or accessories for contract reissue at no additional cost to the Government (See FAR Clause 52.237-3.)

The COR, Prosthetic Representative, and/or the Contracting Officer shall be present for the transfer of Government-owned equipment. All parties concerned shall sign for the release of/receipt of DME and files with original signatures on the first page of their copy of the inventory.

C.41. Emergency Preparedness

Contractor shall provide an Emergency Preparedness Plan (disaster plan), in accordance with JC requirements, which provides for continued, uninterrupted care and support in the event of an emergency, which might result in an interruption of service.

A copy of this plan shall be provided to the COR, and the Contracting Officer within thirty (30) days after the award of contract. This plan shall include how Contractor would communicate with the Veteran in the event all communication systems were not available.

C.42. Public Key Infrastructure

Contractor shall have Public Key Infrastructure (PKI capability). This is a combination of hardware, software, policies, and administrative procedures that provide a framework to use PKI cryptography to transfer sensitive data in a secure confidential manner.

C.43. Federal, State and Local Laws

Contractor shall meet ALL Federal, State, and Local laws applicable to this contract, to include fire and life safety codes.

C.44. Billing

- a. Contractor shall prepare and submit a proper invoice in arrears, to the authorized ordering official. Contractor shall not bill VA until authorized delivery/set-up and repairs are complete. Except for repairs which are pre-approved (as above), VA shall not pay for unauthorized repairs.
- b. Authorization shall be provided to Contractor with a Purchase Order, which may have Government purchase card information. If the purchase card information is not included, Contractor is to contact the authorized ordering agent for that information upon completion of the work. This purchase card information shall only be used by Contractor for that authorization. Under no circumstance shall Contractor retain any Government Purchase Card information for future authorizations.
- c. Invoices shall be provided to the authorizing agent via secure email or fax within 2 business days (48 hours), of charging the purchase card.
- d. Contractor shall price each CLIN inclusive of all labor, Veteran/Caregiver training/education instruction, supervision, and any other required element to carry out the requirements/responsibilities of the performance of work.
- e. The labor rate for repairs pertains to equipment purchased by PSAS for Veteran's use. This rate shall NOT to be used for any requested equipment set-ups or pick-ups as these are a flat fee and no additional labor charge shall be permitted unless the setup is more complex and shall require preauthorization by the authorized ordering agent.
- f. The routine rate shall be used for routine repairs that need to be completed within 3 business days. The emergency rate shall be used for emergency repairs that need to be completed within 4 hours of request.

- g. All travel cost shall be proposed at the current rates set forth in the U. S. Government Joint Travel Regulation (JTR) at the time of the execution of the work or at rates approved by the Contracting Officer. Contractor shall provide a detailed travel log including all receipts when submitting invoices for travel under this provision. Travel cost which exceeds the JTR, or other approved rates shall be disapproved. The Government is not liable for travel costs incurred that were not authorized by the Government's ordering officer in advance.
- h. There shall be no charge for pickup/delivery to the Medical Center and/or it's associated Community Based Outpatient Clinic(s).
- i. The Government shall not reimburse Contractor and Contractor shall not bill for any return trips within three workdays after a previous provision of DME service requiring a follow-up service such as repair/ replacement. The Government shall not reimburse Contractor and Contractor shall not bill for any return trips within three workdays after delivery of the DME to re-educate the Veteran/Caregiver on the proper usage, operation, and function of DME and accessories.

Note: In rare instances it shall be necessary/required for Contractor to make a delivery/pick-up beyond the requesting Medical Center to service bordering counties and/or CBOC. A separate delivery charge shall be used for these occurrences based upon the agreed mileage rate(s) determined prior to delivery or pick-up.

C.45. Proper Invoice

Invoices submitted for payment of services provided under this contract shall contain identification of the ordering facility and other substantiating documentation or information as required by the contract. Attached to each invoice shall be a completed Delivery Ticket, signed by the Veteran.

The consolidated invoice shall include:

1. The Government VISA account Number
2. Contract number and purchase/delivery order number
3. Invoice Number
4. Veteran's last name and first initial and last four digits of social security number
5. Date service was requested
6. VA official authorizing repair
7. Quote Number for repair (if applicable)
8. Purchase Order Number assigned by Purchasing Agent
9. Completion date of service
10. Point of Origin and Destination
11. Corresponding CLIN(s)
12. Detail of work accomplished
13. Description and Condition (new or used) of item delivered/picked-up/repaired, refurbished etc.
14. Make and Model of equipment (including Model number)
15. Serial number (if applicable)
16. HCPC Code of service or item
17. Total charges assessed for the service (itemized)
18. Equipment Delivery and Safety Check Confirmation document
19. Proof of Delivery

The only acceptable proof of delivery shall be one of the following:

1. Certification of receipt and understanding signed by Veteran/Caregiver.
2. Signed Bill of Lading.
3. Freight Bill.
4. Parcel Post Receipt
5. Signed receipt from the Carrier. (i.e., FEDEX, UPS, etc.)

Note: Invoices received without the proper documentation attached shall be returned to Contractor for corrections, which shall result in delayed payment.

C.46. Payment

- a. Payments may be made by a PSAS agent, and/or Contracting Officer using either the Government Purchase Card and/or purchase order depending on the invoice amount.
- b. Contractor shall have VISA level II credit card equipment capable of showing appropriate VA assigned Purchase Order (PO) number in each charge processed for payment.
- c. Payments shall be made in arrears upon the receipt of a properly prepared quote. Upon completion of all required services, the appropriate charges as set forth in the contract may be "charged" utilizing the provided purchase card account number, referencing the VA assigned Purchase Order number. Each delivery order shall be charged individually. No "bulk" or "batched" VISA billing for multiple delivery orders shall be authorized.
- d. Contractor shall prepare and submit separate individual invoices. Invoices must contain, at a minimum, the contract number, purchase order number, patient's name, address, date of delivery/service performance, an itemization of services/supplies rendered, make/model & equipment serial numbers, total dollar amount invoiced etc.
- e. Contractor shall not provide services that have not been previously approved by the COR or designee. Payment shall not be made for services that have not been previously authorized by VA.
- f. Contractor shall not provide services that have not been previously approved by the COR, Prosthetic Representative, and/or Prosthetic Purchasing Agent. Payment shall not be made for services that have not been previously authorized.

***All PO numbers shall be entered into VISA system for matching charges to PO's.
Evidence of acceptance shall be submitted with proposal.***

C.47. Prohibitions

At no time shall Contractor deliver equipment/supplies other than what was requested without prior approval by the COR or designee. Contractor shall not pick-up any DME items from the Veteran's/Caregiver's home, unless approved with a VA purchase order/written authorization designating the item(s). Contractor shall contact the COR or designee first, for prior approval, if the Veteran/Caregiver requests an item be picked up that is not on the consult. Contractor shall attempt to retrieve all the information booklets and manufacturer's notes from the Veteran upon recovery of the DME device. Contractor shall inspect all home care equipment for damage when it is picked up from a Veteran's/Caregiver's home.

CONTRACTOR SHALL NOT UNDER ANY CIRCUMSTANCES PICK-UP PRESCRIPTION DRUGS FROM A VETERAN/CAREGIVER.

Contractor shall not recommend to Veterans/Caregivers served under this Contract additional products, services, opinions, or that of a related nature towards VA or the services ordered, nor offer to supply products or services at either the VA or Veteran's/Caregiver's expense.

C.48. Privacy/HIPAA

- a. 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). The successful Contractor shall be required to follow HIPAA requirements.
- b. Contractor shall internally maintain a Veteran 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).
- c. All Veteran files are subject to review by designated VAMC officials and accreditation surveyors on behalf of the VAMC during accreditation surveys or consultation.
- d. At a minimum, the Veteran's folder shall adhere to current Joint Commission standards for Veteran record keeping.
- e. Each Veteran account folder shall contain a signed copy and/or proof of acknowledgement the Veteran/Caregiver has received a "Veterans' Rights and Responsibilities" document.

C.49. Confidentiality and Non-Disclosure

It is agreed that:

1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by Contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the task order.
2. The COR, Prosthetic Representative, and/or the CO shall be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by Contractor. Any request for information relating to this task order presented to Contractor shall be submitted to the CO for response.
3. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

C.50. Contractor Personnel Security Requirements

Security Requirements

The following security requirement shall be addressed regarding Contractor supplied equipment:

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services

shall meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include a) VA Approved

Encryption Software shall be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth shall be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment shall meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) shall be notified and verify all security requirements have been adhered to.

Contractor Responsibilities

- a. Background investigations from investigating agencies other than OPM are permitted if the agencies possess an Office of Personnel Management and Defense Security Service certification. The Vendor Cage Code number shall be provided to the Security and Investigations Center (07C), which shall verify the information and advise the contracting officer whether access to the computer systems can be authorized.
- b. Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak, and understand the English language.
- c. After contract award and prior to contract performance, Contractor shall provide the following information to the CO:
 - (1) List of names of contractor personnel.
 - (2) Social Security Number of contractor personnel. (Do Not Send Electronically, Contact Contracting Officer for instructions)
 - (3) Home address of contractor personnel or Contractor's address.
 - (4) Employee manufacture training certificates
- d. Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
- e. Failure to comply with Contractor personnel security requirements may result in termination of the contract for default.
- f. Further, Contractor shall be responsible for the actions of all individuals provided to work for the VA under this contract. If damages arise from work performed by contractor provided personnel, under the auspices of this contract, Contractor shall be responsible for all resources necessary to remedy the incident.

C.51. POSITION ROLES

Contracting Officer: The Contracting Officer shall be the only person authorized to approve changes or modify any of the requirements under the contract. Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer shall be authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract.

In the event Contractor effects any such change in the direction of any person other than the Contracting Officer, the change shall be considered unauthorized no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

COR: The COR or designee is a VA staff person who serves as the point of contact at the facility within each designated Region for issues relating to the administration and coordination of services provided under this contract. The COR or designee has no authority to make changes

to Contractor terms which affect contract prices, quality, quantities or delivery terms and conditions.

C.52. VHA Supplemental Contract Requirements for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Amended October 25, 2021)

1. Contractor employees who work in or travel to VHA locations must comply with the following:

a. Documentation requirements:

- 1) If fully vaccinated, 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.*
- 2) If unvaccinated and granted a medical or religious exception, 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.
- 3) 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.
- 4) Documentation will not be collected by the VA; contractors shall, always, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

2. 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.

- a. 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, always, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

3. **Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.**
4. **For indefinite delivery contracts: Contractor agrees to comply with FAR 52.223-99 and VHA Supplemental Contract Requirements for any task or delivery orders issued prior to this modification when performance has already commenced.**

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B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		4,000.00	TRP		
	<p>Rate for delivery/pick-up of durable medical equipment to/from the VA Medical Facility/CBOC or Contractor Storage Area to/from the beneficiary's address. The charge required for scheduling the delivery or pick up appointment with the patient or his/her caregiver; storage, delivery, assembly, setup, installation and adjustment of basic DME, basic manual wheelchairs and scooters: reclaiming the DME(including disassembly, un-installation and pick u); providing patient instructions for use, care, maintenance & basic trouble-shooting of the DME, any time needed to prepare the equipment for delivery within a 50-mile radius of the VA Medical Facility/CBOC, basic manual and power wheelchairs and scooters by a manufacturer trained technician; and completing a delivery certification. This fee includes inspection of DME prior to storage at contractor's facility or in the appropriate VA facility, as instructed by VA-authorized personnel, within a 50-mile radius of the VA Medical Facility. (Excludes pick-ups from VA Medical Centers/CBOBs). Contract Period: Base POP Begin: 01-31-2023 POP End: 01-30-2024</p>				
0002		700.00	HR		
	<p>The contractor shall provide an hourly fee rate to perform repairs service for all DME to restore items picked-up to first class condition will be made on the basis of a 15 minute interval rate, when requested by the Prosthetics & Sensory</p>				

Aids service and agreement reached and approved, on a per job basis with the Prosthetic Representative and Prosthetics, prior to any repair service, except in cases of emergency. The contractor shall charge and invoice for this labor as a separate item at the rate specified here.
 Contract Period: Base
 POP Begin: 01-31-2023
 POP End: 01-30-2024

0003

750.00 JB

INSTALLATION/ASSESSMENT of VA supplied grab bars (set).
 Contract Period: Base
 POP Begin: 01-31-2023
 POP End: 01-30-2024

0004

10.00 JB

AFTER HOURS/EMERGENCY DELIVERY: The contractor will offer emergency delivery service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week.
 Contract Period: Base
 POP Begin: 01-31-2023
 POP End: 01-30-2024

0005

10.00 HR

AFTER HOURS/EMERGENCY REPAIR: The Contractor will offer emergency repair service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week.
 Contract Period: Base
 POP Begin: 01-31-2023
 POP End: 01-30-2024

0006

175.00 HR

CLEANING/PROCESSING OF VA EQUIPMENT: All equipment picked-up from patient will be stored separately from clean equipment within the Contractor's storage facility until the equipment that has been cleaned, sanitized, tagged,

bagged, and sealed.
 Contract Period: Base
 POP Begin: 01-31-2023
 POP End: 01-30-2024

000725,000.0 MI
0

Flat rate per mileage (one way) for deliveries and pick-ups made outside the 50-mile radius of the initiating VA medical facility/Contractor Storage Area, determined by the location of stored equipment. The mileage shall be calculated using the distances provided by Google Maps at the following website: www.google.com/maps and will be the GSA contract rate for Privately Owned Vehicle Mileage: www.gsa.gov
 Contract Period: Base
 POP Begin: 01-31-2023
 POP End: 01-30-2024

1001

4,000.00 TRP

Rate for delivery/pick-up of durable medical equipment to/from the VA Medical Facility/CBOC or Contractor Storage Area to/from the beneficiary's address. The charge required for scheduling the delivery or pick up appointment with the patient or his/her caregiver; storage, delivery, assembly, setup, installation and adjustment of basic DME, basic manual wheelchairs and scooters: reclaiming the DME(including disassembly, un-installation and pick u); providing patient instructions for use, care, maintenance & basic trouble-shooting of the DME, any time needed to prepare the equipment for delivery within a 50-mile radius of the VA Medical Facility/CBOC, basic manual and power wheelchairs and scooters by a manufacturer trained technician; and completing a delivery certification. This fee includes inspection of DME prior to storage at contractor's facility or in the appropriate VA facility, as instructed by VA-authorized personnel, within a 50-mile radius of the VA Medical Facility. (Excludes pick-ups from VA Medical Centers/CBOBs).
 Contract Period: Option 1
 POP Begin: 01-31-2024
 POP End: 01-30-2025

1002

700.00 HR

The contractor shall provide an hourly fee rate to perform repairs service for all DME to restore items picked-up to first class condition will be made on the basis of a 15 minute interval rate, when requested by the Prosthetics & Sensory

Aids service and agreement reached and approved, on a per job basis with the Prosthetic Representative and Prosthetics, prior to any repair service, except in cases of emergency. The contractor shall charge and invoice for this labor as a separate item at the rate specified here.
 Contract Period: Option 1
 POP Begin: 01-31-2024
 POP End: 01-30-2025

1003

750.00 JB

INSTALLATION/ASSESSMENT of VA supplied grab bars (set).
 Contract Period: Option 1
 POP Begin: 01-31-2024
 POP End: 01-30-2025

1004

10.00 JB

AFTER HOURS/EMERGENCY DELIVERY: The contractor will offer emergency delivery service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week.
 Contract Period: Option 1
 POP Begin: 01-31-2024
 POP End: 01-30-2025

1005

10.00 HR

AFTER HOURS/EMERGENCY REPAIR: The Contractor will offer emergency repair service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week.
 Contract Period: Option 1
 POP Begin: 01-31-2024
 POP End: 01-30-2025

1006

175.00 HR

CLEANING/PROCESSING OF VA EQUIPMENT: All equipment picked-up from patient will be stored separately from clean equipment within the Contractor's storage facility until the equipment that has been cleaned, sanitized, tagged,

	<p>bagged, and sealed. Contract Period: Option 1 POP Begin: 01-31-2024 POP End: 01-30-2025</p>	
1007	<p>25,000.0 0</p>	<p>MI _____ _____</p>
	<p>Flat rate per mileage (one way) for deliveries and pick-ups made outside the 50-mile radius of the initiating VA medical facility/Contractor Storage Area, determined by the location of stored equipment. The mileage shall be calculated using the distances provided by Google Maps at the following web-site: www.google.com/maps and will be the GSA contract rate for Privately Owned Vehicle Mileage: www.gsa.gov Contract Period: Option 1 POP Begin: 01-31-2024 POP End: 01-30-2025</p>	
2001	<p>4,000.00</p>	<p>TRP _____ _____</p>
	<p>Rate for delivery/pick-up of durable medical equipment to/from the VA Medical Facility/CBOC or Contractor Storage Area to/from the beneficiary's address. The charge required for scheduling the delivery or pick up appointment with the patient or his/her caregiver; storage, delivery, assembly, setup, installation and adjustment of basic DME, basic manual wheelchairs and scooters: reclaiming the DME(including disassembly, un-installation and pick u); providing patient instructions for use, care, maintenance & basic trouble-shooting of the DME, any time needed to prepare the equipment for delivery within a 50-mile radius of the VA Medical Facility/CBOC, basic manual and power wheelchairs and scooters by a manufacturer trained technician; and completing a delivery certification. This fee includes inspection of DME prior to storage at contractor's facility or in the appropriate VA facility, as instructed by VA-authorized personnel, within a 50-mile radius of the VA Medical Facility. (Excludes pick-ups from VA Medical Centers/CBOBs). Contract Period: Option 2 POP Begin: 01-31-2025 POP End: 01-30-2026</p>	
2002	<p>700.00</p>	<p>HR _____ _____</p>
	<p>The contractor shall provide an hourly fee rate to perform repairs service for all DME to restore items picked-up to first class condition will be made on the basis of a 15 minute interval rate, when requested by the Prosthetics & Sensory Aids service and agreement reached and approved, on a per</p>	

			<p>job basis with the Prosthetic Representative and Prosthetics, prior to any repair service, except in cases of emergency. The contractor shall charge and invoice for this labor as a separate item at the rate specified here. Contract Period: Option 2 POP Begin: 01-31-2025 POP End: 01-30-2026</p>
2003	750.00	JB	<p>INSTALLATION/ASSESSMENT of VA supplied grab bars (set). Contract Period: Option 2 POP Begin: 01-31-2025 POP End: 01-30-2026</p>
2004	10.00	JB	<p>AFTER HOURS/EMERGENCY DELIVERY: The contractor will offer emergency delivery service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week. Contract Period: Option 2 POP Begin: 01-31-2025 POP End: 01-30-2026</p>
2005	10.00	HR	<p>AFTER HOURS/EMERGENCY REPAIR: The Contractor will offer emergency repair service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week. Contract Period: Option 2 POP Begin: 01-31-2025 POP End: 01-30-2026</p>
2006	175.00	HR	<p>CLEANING/PROCESSING OF VA EQUIPMENT: All equipment picked-up from patient will be stored separately from clean equipment within the Contractor's storage facility until the equipment that has been cleaned, sanitized, tagged, bagged, and sealed.</p>

Contract Period: Option 2
 POP Begin: 01-31-2025
 POP End: 01-30-2026

200725,000.0 MI
0

Flat rate per mileage (one way) for deliveries and pick-ups made outside the 50-mile radius of the initiating VA medical facility/Contractor Storage Area, determined by the location of stored equipment. The mileage shall be calculated using the distances provided by Google Maps at the following website: www.google.com/maps and will be the GSA contract rate for Privately Owned Vehicle Mileage: www.gsa.gov
 Contract Period: Option 2
 POP Begin: 01-31-2025
 POP End: 01-30-2026

3001

4,000.00 TRP

Rate for delivery/pick-up of durable medical equipment to/from the VA Medical Facility/CBOC or Contractor Storage Area to/from the beneficiary's address. The charge required for scheduling the delivery or pick up appointment with the patient or his/her caregiver; storage, delivery, assembly, setup, installation and adjustment of basic DME, basic manual wheelchairs and scooters; reclaiming the DME (including disassembly, un-installation and pick up); providing patient instructions for use, care, maintenance & basic trouble-shooting of the DME, any time needed to prepare the equipment for delivery within a 50-mile radius of the VA Medical Facility/CBOC, basic manual and power wheelchairs and scooters by a manufacturer trained technician; and completing a delivery certification. This fee includes inspection of DME prior to storage at contractor's facility or in the appropriate VA facility, as instructed by VA-authorized personnel, within a 50-mile radius of the VA Medical Facility. (Excludes pick-ups from VA Medical Centers/CBOBs).
 Contract Period: Option 3
 POP Begin: 01-31-2026
 POP End: 01-30-2027

3002

700.00 HR

The contractor shall provide an hourly fee rate to perform repairs service for all DME to restore items picked-up to first class condition will be made on the basis of a 15 minute interval rate, when requested by the Prosthetics & Sensory Aids service and agreement reached and approved, on a per job basis with the Prosthetic Representative and Prosthetics,

prior to any repair service, except in cases of emergency. The contractor shall charge and invoice for this labor as a separate item at the rate specified here.
 Contract Period: Option 3
 POP Begin: 01-31-2026
 POP End: 01-30-2027

3003

750.00 JB

INSTALLATION/ASSESSMENT of VA supplied grab bars (set).
 Contract Period: Option 3
 POP Begin: 01-31-2026
 POP End: 01-30-2027

3004

10.00 JB

AFTER HOURS/EMERGENCY DELIVERY: The contractor will offer emergency delivery service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week.
 Contract Period: Option 3
 POP Begin: 01-31-2026
 POP End: 01-30-2027

3005

10.00 HR

AFTER HOURS/EMERGENCY REPAIR: The Contractor will offer emergency repair service for all equipment. The patient/caregiver will be instructed on emergent phone numbers in case of equipment breakdown. Emergency is defined as life sustaining. Service will be available 24 hours a day, 7 days a week.
 Contract Period: Option 3
 POP Begin: 01-31-2026
 POP End: 01-30-2027

3006

175.00 HR

CLEANING/PROCESSING OF VA EQUIPMENT: All equipment picked-up from patient will be stored separately from clean equipment within the Contractor's storage facility until the equipment that has been cleaned, sanitized, tagged, bagged, and sealed.
 Contract Period: Option 3

POP Begin: 01-31-2026

POP End: 01-30-2027

3007

25,000.0 MI

0

Flat rate per mileage (one way) for deliveries and pick-ups made outside the 50-mile radius of the initiating VA medical facility/Contractor Storage Area, determined by the location of stored equipment. The mileage shall be calculated using the distances provided by Google Maps at the following website: www.google.com/maps and will be the GSA contract rate for Privately Owned Vehicle Mileage: www.gsa.gov
 Contract Period: Option 3
 POP Begin: 01-31-2026
 POP End: 01-30-2027

4001

4,000.00 TRP

Rate for delivery/pick-up of durable medical equipment to/from the VA Medical Facility/CBOC or Contractor Storage Area to/from the beneficiary's address. The charge required for scheduling the delivery or pick up appointment with the patient or his/her caregiver; storage, delivery, assembly, setup, installation and adjustment of basic DME, basic manual wheelchairs and scooters: reclaiming the DME(including disassembly, un-installation and pick u); providing patient instructions for use, care, maintenance & basic trouble-shooting of the DME, any time needed to prepare the equipment for delivery within a 50-mile radius of the VA Medical Facility/CBOC, basic manual and power wheelchairs and scooters by a manufacturer trained technician; and completing a delivery certification. This fee includes inspection of DME prior to storage at contractor's facility or in the appropriate VA facility, as instructed by VA-authorized personnel, within a 50-mile radius of the VA Medical Facility. (Excludes pick-ups from VA Medical Centers/CBOBs).
 Contract Period: Option 4
 POP Begin: 01-31-2027
 POP End: 01-30-2028

4002

700.00 HR

The contractor shall provide an hourly fee rate to perform repairs service for all DME to restore items picked-up to first class condition will be made on the basis of a 15 minute interval rate, when requested by the Prosthetics & Sensory Aids service and agreement reached and approved, on a per job basis with the Prosthetic Representative and Prosthetics, prior to any repair service, except in cases of emergency.

POP End: 01-30-2028

400725,000.0 MI
0

Flat rate per mileage (one way) for deliveries and pick-ups made outside the 50-mile radius of the initiating VA medical facility/Contractor Storage Area, determined by the location of stored equipment. The mileage shall be calculated using the distances provided by Google Maps at the following website: www.google.com/maps and will be the GSA contract rate for Privately Owned Vehicle Mileage: www.gsa.gov
 Contract Period: Option 4
 POP Begin: 01-31-2027
 POP End: 01-30-2028

GRAND TOTAL**B.4 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	4,000.00	
0002	700.00	
0003	750.00	
0004	10.00	
0005	10.00	
0006	175.00	
0007	25,000.00	
1001	4,000.00	
1002	700.00	
1003	750.00	

1004	10.00
1005	10.00
1006	175.00
1007	25,000.00
2001	4,000.00
2002	700.00
2003	750.00
2004	10.00
2005	10.00
2006	175.00
2007	25,000.00
3001	4,000.00
3002	700.00
3003	750.00
3004	10.00
3005	10.00
3006	175.00
3007	25,000.00
4001	4,000.00
4002	700.00
4003	750.00
4004	10.00
4005	10.00

4006	175.00
4007	25,000.00

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 52.216-18 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 January 31, 2023 through January 30, 2028.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 10.00, 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 20,000;

(2) Any order for a combination of items in excess of 25,000; or

(3) A series of orders from the same ordering office within 10 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 2 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (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 01/30/2028.

(End of Clause)

***** **Clause '52.217-6 OPTION FOR INCREASED QUANTITY' Ignored** *****

***** **Clause '52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM' Ignored** *****

***** **Begin Inserted Clause (Full Text) '52.217-8 OPTION TO EXTEND SERVICES'** *****

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

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

(End of Clause)

***** **End Inserted Clause '52.217-8 OPTION TO EXTEND SERVICES'** *****

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000

****** Inserted Clause (By Reference) ******

****** Begin Inserted Clause (Full Text) '52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS' ******

C.6 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

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

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of Clause)

****** End Inserted Clause '52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS' ******

C.7 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.

[X] 852.203–70, Commercial Advertising.

- 852.209–70, Organizational Conflicts of Interest.
- 852.211–70, Equipment Operation and Maintenance Manuals.
- 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.8 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.219-75	SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE	JUL 2018
***** Inserted Clause (By Reference) *****		

C.9 VAAR 852.219-78 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (SEP 2021) (DEVIATION)

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

(1) If awarded a contract (see F(a)FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows: *[Offeror check the appropriate box]*

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), it 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. Cost of materials are excluded and not considered to be subcontracted.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. The offeror understands that, as provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

(2) Manufacturer or nonmanufacturer representation and certification. *[Offeror fill-in—check each applicable box below. The offeror must select the applicable provision below, identifying itself as either a manufacturer or nonmanufacturer]:*

(i) Manufacturer or producer. The offeror certifies that it is the manufacturer or producer of the end item being procured, and the end item is manufactured or produced in the United States, in accordance with paragraph (a)(1)(i).

(ii) Nonmanufacturer. The offeror certifies that it qualifies as a nonmanufacturer in accordance with the requirements of 13 CFR 121.406(b) and paragraph (a)(1)(ii). The offeror

further certifies it meets each element below as required to qualify as a nonmanufacturer.
[Offeror fill-in—check each box below.]

The offeror certifies that it does not exceed 500 employees (or 150 employees for the Information Technology Value Added Reseller exception to NAICS code 541519, which is found at 13 CFR 121.201, footnote 18).

The offeror certifies that it is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied.

The offeror certifies that it will take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

(iii) The offeror certifies that it will supply the end item of a small business manufacturer, processor, or producer made in the United States, unless a waiver as provided in 13 CFR 121.406(b)(5) has been issued by SBA. *[Contracting Officer fill-in or removal (see 13 CFR 121.1205). This requirement must be included for a single end item. However, if SBA has issued an applicable waiver of the nonmanufacturer rule for the end item, this requirement must be removed in the final solicitation or contract.]*

or *[Contracting Officer tailor clause to remove one or other block under subparagraph (iii).]*

If this is a multiple item acquisition, the offeror certifies that at least 50% of the estimated contract value is composed of items that are manufactured by small business concerns. *[Contracting Officer fill-in or removal. See 13 CFR 121.406(d) for multiple end items. If SBA has issued an applicable nonmanufacturer rule waiver, this requirement must be removed in the final solicitation or contract.]*

(3) 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.

(4) 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 or to determine whether the offeror qualifies as a manufacturer or nonmanufacturer in compliance with the limitations on subcontracting requirement. 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. 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]* qualifies as a manufacturer or nonmanufacturer as stated herein and that if awarded the contract, *[insert name of offeror]* will comply with the limitations on subcontracting requirement specified in the resultant contract, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. I further certify that I am authorized to execute this certification on behalf of *[insert name of offeror]*.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.10 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER ***** Replaced with By-Reference *****	OCT 2020

C.11 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 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
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAY 2020
852.212-71	GRAY MARKET ITEMS	APR 2020

(End of Addendum to 52.212-4)

C.12 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) I(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).

(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).

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

[] (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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris...' *******

See attached document: Wage Determination Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris...' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Grimes, Madison, Walker, Washington' *******

See attached document: Wage Determination Grimes, Madison, Walker, Washington.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Grimes, Madison, Walker, Washington' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Newton' *******

See attached document: Wage Determination Newton.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Newton' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Houston, Trinity' *******

See attached document: Wage Determination Houston, Trinity.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Houston, Trinity' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Calcasieu, Cameron' *******

See attached document: Wage Determination Calcasieu, Cameron.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Calcasieu, Cameron' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Angelina, Jasper, Nacogdoches, Polk, Sabine, San Augusti...' *******

See attached document: Wage Determination Angelina, Jasper, Nacogdoches, Polk, Sabine, San Augustine, Shelby, Tyler.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Angelina, Jasper, Nacogdoches, Polk, Sabine, San Augusti...' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Colorado, Jackson, Lavaca, Matagorda, Wharton' *******

See attached document: Wage Determination Colorado, Jackson, Lavaca, Matagorda, Wharton.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Colorado, Jackson, Lavaca, Matagorda, Wharton' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Hardin, Jefferson, Orange' *******

See attached document: Wage Determination Hardin, Jefferson, Orange.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Hardin, Jefferson, Orange' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination San Jacinto' *******

See attached document: Wage Determination San Jacinto.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination San Jacinto' *******

******* Begin Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Allen, Avoyelles, Beauregard, Evangeline, La Salle, Natc...' *******

See attached document: Wage Determination Allen, Avoyelles, Beauregard, Evangeline, La Salle, Natchitoches, Sabine, Vernon, Winn.

******* End Inserted Adobe Acrobat Document (.pdf) - ' Wage Determination Allen, Avoyelles, Beauregard, Evangeline, La Salle, Natc...' *******

******* Begin Inserted Word Document - ' Patient Rights' *******

See attached document: Patient Rights.

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******* Begin Inserted Word Document - ' Patient Satisfaction Survey' *******

See attached document: Patient Satisfaction Survey.

******* End Inserted Word Document - ' Patient Satisfaction Survey' *******

******* Begin Inserted Word Document - ' Delivery Checklist' *******

See attached document: Delivery Checklist.

******* End Inserted Word Document - ' Delivery Checklist' *******

******* Begin Inserted Word Document - ' QASP Houston updated Feb 2022' *******

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1.) QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

(a). INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the

performance work statement (PWS) entitled **Durable Medical Equipment (DME) Services**. This

plan sets forth the procedures and guidelines the VA Medical Centers will use in ensuring the

required performance standards or services levels are achieved by the contractor.

(1). Purpose

- The purpose of the QASP is to describe the systematic methods used to

Monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether

the contractor is meeting the performance standards/quality levels identified in

the PWS and the contractor's quality control plan (QCP), and to ensure that the

government pays only for the level of services received.

- This QASP defines the roles and responsibilities of all members of the contracting team, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance,

describes quality assurance documentation requirements, and describes the

analysis of quality assurance monitoring results.

(2). Performance Management Approach

- The PWS structures the acquisition around "what" service or quality level is

required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management

approach taken by the VA Medical Centers to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management

rests on developing a capability to review and analyze information generated

through performance assessment.

The ability to make decisions based on the analysis of performance data is the

cornerstone of performance management; this analysis yields information that

indicates whether expected outcomes for the project are being achieved by the contractor.

- Performance management represents a significant shift from the more

Traditional quality assurance (QA) concepts in several ways. Performance

management focuses on assessing whether outcomes are being achieved and to

what extent. This approach migrates away from scrutiny of compliance with the

processes and practices used to achieve the outcome. A performance-based

approach enables the contractor to play a large role in how the work is performed, if the proposed processes are within the stated constraints.

The only exceptions to process reviews are those required by law (federal, state,

and local) and compelling business situations, such as safety and health. A

"results" focus provides the contractor flexibility to continuously improve and

innovate over the course of the contract if the critical outcomes

expected are being achieved and/or the desired performance levels are being

met.

(3). Performance Management Strategy

- The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control

(QC) program. QC is work output, not workers, and therefore includes all work

performed under this contract regardless of whether the work is performed by

contractor employees or by subcontractors. The contractor's QCP will set forth

the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in

the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the

designated government representative.

The contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and

other performance requirements in the PWS. This QASP enables the government to take advantage of the contractor's QC program.

- The government representative(s) will monitor performance and review

performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The

government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in

processes and practices to ensure performance is managed effectively.

(b). ROLES AND RESPONSIBILITIES**(1). The Contracting Officer**

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations

documented by the contracting officer's representative (COR) and the contractor. The CO will

designate one full-time COR as the government authority for performance management. The

number of additional representatives serving as technical inspectors depends on the complexity

of the services measured, as well as the contractor's performance, and must be identified and

designated by the Contractor.

(2). The Contracting Officer's Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or

her authorized representative to assist in administering a contract. COR limitations are

contained in the written appointment letter. The COR is responsible for technical administration

of the project and ensures proper government surveillance of the contractor's performance. The

COR is not empowered to make any contractual commitments or to authorize any contractual

changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action.

The COR will have the responsibility for completing QA monitoring forms used to document the

inspection and evaluation of the contractor's work performance. Government surveillance may

occur under the inspection of services clause for any service relating to the contract.

(c). IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in

Attachment 1, "Performance Requirements Summary." If the contractor meets the required

service or performance level, it will be paid the monthly amount agreed on in the contract.

Failure to meet the required service or performance levels may be documented in the contractor's performance evaluation and will be used in considering a determination of suitability for future contract extensions of services.

(d). METHODOLOGIES TO MONITOR PERFORMANCE

(1). Surveillance Techniques

To minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The

primary methods of surveillance are:

- Random monitoring, which shall be performed by the COR or his designated inspector.
- Periodic Inspection – COR typically performs the periodic inspection on a monthly or quarterly basis.

(2). Customer Feedback.

- The contractor is expected to establish and maintain professional Communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.
- Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the COR, as opposed to the contractor.

(C). Customer complaints, to be considered valid, must set forth clearly and in writing

the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Monitoring Form identified in Attachment 2.

(D). Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

(3). Acceptable Quality Levels

The acceptable quality levels (AQLs) included in Attachment 1, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities such as those involving delivery time frames and, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance at the VA Medical Centers.

(e). QUALITY ASSURANCE DOCUMENTATION

(1). The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Attachment 1.

(2). Monitoring Forms

(B). The government's QA surveillance, accomplished by the COR, will be reported using the monitoring form in Attachments 2. The form, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results are being achieved.

(B). The COR will retain a copy of all completed QA surveillance forms.

(f). ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

(1). Determining Performance

Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

(2). Reporting

(A). Semi-annually the COR will prepare a written report summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the monthly report and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation. It will enable the government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

(3). Reviews and Resolution

(A). The COR may require the contractor's project manager, or a designated alternate, to meet with the CO, COR, and other government personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- (i). Monthly performance assessment data and trend analysis
- (ii). Issues and concerns of both parties
- (iii). Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- (iv). Recommendations for improved efficiency and/or effectiveness

(B). The QAR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.

(C). The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

Required Services	Performance Standards	Acceptable Quality Levels	Method of Surveillance	Incentive
(1) Administer quality control program including subcontractor management in accordance with QCP (PWS Section C.36 (a) and C.23)	Quality control issues identified by contractor and corrected	100%	Periodic inspections, and random, observations, customer complaints	Negative performance will be corrected within 3 business days of discovery.
(2) Storage (PWS Section C.18, C.23 (b) and C.36)	Storage space clean and safe, inventory accurate	95% of time	On-site inspections	Negative performance will be corrected within 3 business days of discovery.
(3) Reports (PWS Section C.23 (c & d) and C.36)	All reports are accurate and received on time	95% of time	Review of reports when received	Negative performance will be corrected within 3 business days of discovery.
(4) Deliveries (PWS Section C.8 and C.36)	Delivered within established time frames, inspection performed, documented correctly	95% of time	Review of reports, random observations, and customer feedback	Negative performance will be corrected within 3 business days of discovery.
(5) Contractor personnel (PWS Section C.25 and C.36)	Personnel courteous, neat, clean, and professional	100% of time	Random, observations, customer feedback	Negative performance will be corrected within 3 business days of discovery.

ATTACHMENT 2: SAMPLE QUALITY ASSURANCE MONITORING FORM

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, , AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of .

In order for to provide such services, will disclose PHI to and will use or disclose PHI in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to .

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “E PHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. **Ownership of PHI.** PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. **Use and Disclosure of PHI by Business Associate.** Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

Department of Veterans Affairs

Veterans Health Administration

By:

By:

Name:

Title:

Date:

Name:

Title:

Date:

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

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

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

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

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

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

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

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

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

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

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

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

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

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and 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 for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

******* '52.212-1 ADDENDUM to FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services' Replaced with Word Document *******

SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS SUBMISSION OF SOLICITATION PACKAGE:

Your proposal shall become a part of the official contract file. Offeror's failure to submit complete information in the manner described below shall be considered a "no response" and shall exclude the proposal from further consideration. FAR Part 13 as authorized by FAR Subpart 13.5; simplified procedures shall be utilized.

The offer/proposal shall contain:

A: Technical proposal: The technical proposal shall determine the qualifications and capability of the offeror to furnish the services called for by this solicitation. It should be specific in every detail. The proposal shall be concise and provide enough information to demonstrate the offeror's capacity to satisfactorily perform the entire Performance Work Statement (PWS) tasks outlined. The Government shall evaluate the Offeror's Business Capabilities (offeror shall be technically evaluated on these):

- The Contractor and all sub-contractors, used in the execution of this contract, shall have pick-up, delivery, storage, and repair capabilities/ competencies to perform work outlined in the PWS, within the defined contract timelines, and geographic area of all sites and/or zones. Contractor shall submit a written document certifying ability to effectively meet all requirements of the contract with the solicitation package.
- The Contractor shall list below or by attachment hereto, the name, location, and telephone number of any firms proposed to be used in the performance of the contract. If the Contractor maintains branches and/or agents through whom business may be transacted, they shall submit a list thereof with the solicitation package.
- The Contractor shall submit written documentation of evidence of current Joint Commission accreditation or accreditation by an equivalent body (which meets or exceeds Joint Commission Accreditation) with the solicitation package. The Contractor shall maintain current accreditation at time of award and for the duration of this contract.

B. Pricing proposal: The Offeror's pricing proposal, consisting of properly completed and signed solicitation documents as specified in Block 28 of Standard Form 1449. Offeror shall complete blocks 12, 17a, 30a, 30b and 30c of the Standard Form 1449, and complete all certifications contained in the Offeror's Representations and Certifications. All price information shall be included in the pricing proposal. In order to determine price, an aggregate of all items shall be provided. Offeror shall indicate pricing on each line item listed in Pricing Schedule. If the pricing proposal is not complete, no further consideration shall be given to the offeror and it shall not be considered for award. The Offeror's EIU number shall be shown on the SF 1449. The proposals shall be evaluated, and award shall be made based on which offer is most advantageous to the government as per FAR Part 13. As authorized by FAR Subpart 13.5, simplified procedures shall be utilized.

Technical Questions: Offerors shall submit all technical questions regarding this solicitation to the Contracting Officer in writing via e-mail: rosa.thomas@va.gov. Verbal questions shall not be addressed. All responses to questions, which may affect offers, shall be incorporated into a written amendment to the solicitation. Questions shall only be accepted through January 3, 2023.

SOURCE SELECTION INFORMATION:

Michael E. DeBakey VA Medical Center Durable Medical Equipment (DME) Delivery Services

Lowest Price Technically Acceptable (LPTA) Source Selection Process. The LPTA source selection process is appropriate when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. This solicitation uses the LPTA process, and the following applies:

Award for All of the Work. The Government intends to award one contract as a result of this solicitation. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

Evaluation Criteria:

The proposals shall be evaluated in accordance with the following:

- Price (Base Year + 4 Option Years)**
 - Technical Acceptability (proposed ability and methods to meet the PWS specifics)**
- (End of Addendum to 52.212-1)

******* End Word Document - '52.212-1 ADDENDUM to FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services' *******

E.2 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.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or

grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Mailing Address:

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

(End of Provision)

E.6 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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 (End of Addendum to 52.212-1)	JUN 2020

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

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

Lowest Price Technically Acceptable

Technical and past performance, when combined, are .

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

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

(End of Provision)

E.8 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:

(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

[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.

(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

******* Begin Word Document - ' SOLICITATION-DESCRIPTION: Combined Synopsis DME - HOUSTON - Copy' *******

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures for commercial items found at FAR 13.5, as supplemented with the additional information included in this notice. This announcement constitutes the only solicitation; a written solicitation will not be issued.

This is a Combined Synopsis/Solicitation for DME Services for Michael E. DeBakey VA Medical Center. The government intends to award an IDIQ Contract to one offeror because of this Combined Synopsis Solicitation that will include the terms and conditions set forth herein. This solicitation is issued as a Request for Proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2022-04. This acquisition is 100% set aside Service-Disabled Veteran-Owned Small Business (SDVOSB). The NAIC code is 621610 and the small business size standard is 1000 employees. Please ensure that your System for Award Management (SAM) registration indicates this NAICS code if you are interested in the requirement.

Technical Requirement:

See attached PWS

Evaluation Criteria

The due date is January 17, 2023 @ 9:00 a.m. CDT. The basis of award will be the lowest price proposal that demonstrates meeting all the minimum technical evaluation criteria listed below. Adhering to the page limitation set forth below will be strictly enforced and pages beyond that limitation will not be evaluated. Font will be New Roman, 12 fonts on 8 X 11 paper. Network Contracting Office 16 will not consider your proposal for an award if you fail to respond to the following evaluation criteria:

Technical proposal: The technical proposal shall determine the qualifications and capability of the offeror to furnish the services called for by this solicitation. It should be specific in every detail. The proposal shall be concise and provide enough information to demonstrate the offeror's capacity to satisfactorily perform the entire Performance Work Statement (PWS) tasks outlined. The Government shall evaluate the Offeror's Business Capabilities (offeror shall be technically evaluated on these):

1. The Contractor and all sub-contractors, used in the execution of this contract, shall have pick-up, delivery, storage, and repair capabilities/ competencies to perform work outlined in the PWS, within the defined contract timelines, and geographic area of all sites and/or zones. Contractor shall submit a written document certifying ability to effectively meet all requirements of the contract with the solicitation package.
2. The Contractor shall list below or by attachment hereto, the name, location, and telephone number of any firms proposed to be used in the performance of the contract. If the Contractor maintains branches and/or agents through whom

business may be transacted, they shall submit a list thereof with the solicitation package

3. The Contractor shall submit written documentation of evidence of current Joint Commission accreditation or accreditation by an equivalent body (which meets or exceeds Joint Commission Accreditation) with the solicitation package. The Contractor shall maintain current accreditation at time of award and for the duration of this contract.

Pricing proposal: The Offeror's pricing proposal, consisting of properly completed and signed solicitation documents as specified in Block 28 of Standard Form 1449. Offeror shall complete blocks 12, 17a, 30a, 30b and 30c of the Standard Form 1449, and complete all certifications contained in the Offeror's Representations and Certifications. All price information shall be included in the pricing proposal. To determine price, an aggregate of all items shall be provided. Offeror shall indicate pricing on each line item listed in Pricing Schedule. If the pricing proposal is not complete, no further consideration shall be given to the offeror, and it shall not be considered for award. The Offeror's SAMS'S EIU number shall be shown on the SF 1449. The proposals shall be evaluated, and award shall be made based on which offer is most advantageous to the government as per FAR Part 13. As authorized by FAR Subpart 13.5, simplified procedures shall be utilized.

Lowest Price Technically Acceptable (LPTA) Source Selection Process. The LPTA source selection process is appropriate when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. This solicitation uses the LPTA process, and the following applies:

Award for All of the Work. The Government intends to award one contract because of this solicitation. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

The proposals shall be evaluated in accordance with the following:

- Price (Base Year + 4 Option Years)**
- Technical Acceptability (proposed ability and methods to meet the PWS specifics)**
(End of Addendum to 52.212-1)

The full text of FAR provisions or clauses may be accessed electronically at <http://acquisition.gov/comp/far/index.html>.

The full text of VAAR provisions or clauses may be accessed electronically at <https://www.va.gov/oal/library/vaar/index.asp>

The following solicitation provisions apply to this acquisition:

- FAR 52.204-7, System for Award Management (OCT 2018)
- FAR 52.204-16, Commercial and Government Entity Code Reporting (AUG 2020)
- FAR 52.212-1, Instructions to Offerors–Commercial Items (OCT 2018)
- FAR 52.212-3, Offerors Representations and Certifications–Commercial Items (FEB 2021)

Offerors must complete annual representations and certifications on-line at <http://orca.bpn.gov> in accordance with FAR 52.212-3, "Offerors Representations and

Certifications–Commercial Items.” If paragraph (j) of the provision is applicable, a written submission is required.

The following contract clauses apply to this acquisition:

- FAR 52.212-4, Contract Terms and Conditions–Commercial Items (NOV 2021)
- 52.219-6 Notice of Total Small Business Set-Aside (MAR 2000)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)
- FAR 52.212-5, “Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items” (JAN 2021)

The following subparagraphs of FAR 52.212-5 are applicable:

Subparagraphs (b) 4, 8, 14 (i), 22(i), 27, 28, 29, 30(i), 31(I), 32(i), 33, 35(i), 44, 48, 51 and 58 are considered checked and apply.

The following clauses and provisions apply to this acquisition:

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2018)

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

The Government intends to make award based on initial proposals. Accordingly, vendors are encouraged to submit their initial proposals based upon most favorable terms, prices, technical, and other factors.

Buy American statute (FAR 52.225-1, FAR 52.225-2)

Limitations on Subcontracting (FAR 52.219-27, VAAR 852.219-10, VAAR 852.219-11, 13 CFR 125.6)

Non-Manufacturer Rule (FAR 19.102(f), 13 CFR 121.406)

FAR 52.216-18, Ordering (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 January 31, 2023 through January 30, 2028. (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.

FAR 52.216-19, Ordering Limitations (Oct 1995), (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00, 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 \$20,000 ; (2) Any order for a combination of items in excess of \$25,000 ; or (3) A series of orders from the same ordering office within 10 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 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.

FAR 52.216-22, Indefinite Quantity (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 January 30, 2028.

FAR 52.217-8, Option to Extend Services, 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 because of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

Prospective Contractors are reminded that in accordance with FAR 4.11 they shall be registered in the System for Award Management (SAM) database and shall complete

electronic annual representations and certifications in SAM prior to award of a contract. SAM is located at <http://www.sam.gov> and consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO cost to use SAM.

Grey Market Prevention Language

(a) Grey market items are Original Equipment Manufacturers (OEM) goods sold through unauthorized channels in direct competition with authorized distributors. This procurement is

for new OEM medical supplies, medical equipment and/or services contracts for maintenance

of medical equipment (i.e., replacement parts) for VA Medical Centers. No remanufactures or

gray market items will be acceptable.

(b) Vendor must be an OEM, authorized dealer, authorized distributor, or authorized reseller

for the proposed medical supplies, medical equipment and/or services contracts for maintenance of medical equipment (i.e., replacement parts), verified by an authorization letter

or other documents from the OEM, such that the OEM's warranty and service are provided and

maintained by the OEM. All software licensing, warranty and service associated with the medical supplies, medical equipment and/or services contracts for maintenance of medical equipment shall be in accordance with the OEM terms and conditions.

(c) The delivery of grey market items to the VA in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the VA reserves the right enforce any of its contractual remedies. This includes termination of the contract or, solely at the VA's election,

allowing the Vendor to replace, at no cost to the Government, any remanufactured or grey market item(s) delivered to a VA medical facility upon discovery of such items.

All Contractors shall submit the following: one copy of their best and final proposal.

All proposals are due January 17, 2023, @ 9:00 a.m. CDT

Point of Contact: Rosa Thomas, Contract Specialist Rosa.thomas@va.gov.

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