

RFQ

General Information

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Product Service Code: 6515
Set Aside: Small Business
NAICS Code: 532291

Contracting Office Address

NCO 8
ATTN: Thomas Allman
10000 Bay Pines Blvd, Bldg 2 RM 318
Bay Pines, FL 33744

Description

This is a combined synopsis/solicitation for a commercial service prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will NOT be issued. The solicitation will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract on a Firm-Fixed price basis. The contractor shall provide complete Home Medical Oxygen to eligible Veteran Beneficiaries' residence of the C.W. Bill Young VA Medical Center (CMBYVAMC), Bay Pines, FL. This acquisition is 100% set aside for small businesses. The (CMBYVAMC), Prosthetics division requires Home Oxygen Delivery Services for 12 Months. The (CMBYVAMC) includes, but is not limited to Pinellas, Lee, Collier, DeSoto, Hardee, Highlands, Manatee, Sarasota, and Charlotte counties.

Prices proposed shall include all costs for the storage, delivery, set-up adjustment, patient/caregiver instructions and recovery of equipment, both VA owned and rental for but is not limited to Pinellas, Lee, Collier, DeSoto, Hardee, Highlands, Manatee, Sarasota, and Charlotte counties. The contractor shall possess all licenses, accreditations and certificates as required by local, state and federal law. The contract period will consist of a base period of one (1) year. Offers will be considered from all responsive, responsible Small Business offerors as determined by the Contracting Officer in accordance with FAR 9.104. The offeror is responsible for downloading all amendments and other documents from the FBO website without further notices from the Department of Veterans Affairs, C.W. Bill Young VA Medical Center. Interested firms must be registered in the System For Award Management (SAM) at www.sam.gov.

All questions must be submitted in writing to the Contracting Officer via e-mail to Thomas.allman@va.gov. Proposals shall be submitted by 25 August 2014 at 4:00 pm (EST) either by mail or hand carried to Building 2 at C.W. Bill Young VA Medical Center, 10000 Bay Pines Blvd. Bay Pines, FL 33744.

Offeror's must bid on all Contract Line Item Numbers (CLIN). Evaluation for award purposes will be based on the sum. Failure to submit a price for each CLIN may cause the bid to be found non-responsive and rejected. Offeror shall provide proof that they will employ, for the purpose of the contract, at least one (1) Certified Respiratory Therapists (CRT), a Registered Respiratory Therapist (RRT) or Registered

Nurse (RN) and that this employee shall be employed throughout the length of the contract and/or replaced only with prior written approval of the Contracting Officer.

Offeror shall provide a detailed description of the company's ability to provide Home Oxygen services as described in the Statement of Work.

Offeror must have the facility space required to store, provide, and set up home oxygen to the number of Veterans that are currently, and will be, prescribed home oxygen by the Bay Pines VA Healthcare System. Currently, there are 610 active home oxygen patients being served by the Bay Pines VA HCS. This number is subject to change, as patient needs change.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-74 effective 01 July 2014. The North American Industry Classification System code (NAICS) is **532291**, Home Health Equipment Rental. The Standard Industrial Classification (SIC) is 7352. A firm fixed price, requirements type, IDIQ contract will be awarded. All interested parties must bid on all items. **BASIS FOR AWARD:** Award will be made to the lowest price offeror that is determined to be technically acceptable.

DELIVERY ADDRESS: The (CMBYVAMC) includes, but is not limited to Pinellas, Lee, Collier, DeSoto, Hardee, Highlands, Manatee, Sarasota, and Charlotte counties.

Also your proposal must list your DUNS number, CAGE code, and Federal TIN with Company name, POC and phone number. If you need to obtain or renew a DUNS number or CAGE code, please visit www.sam.gov. Lack of registration in the SAM database will make an offeror ineligible for award.

DEADLINE: Offers are due on 25 August 2014 by 4:00 PM EST. Submit offers to the attention of, Thomas Allman at C.W. Bill Young VA Medical Center, 10000 Bay Pines Blvd. Bay Pines, FL 33744 , or preferably by email to: thomas.allman@va.com. Questions can only be e-mailed.

You are reminded that representatives from your company **SHALL NOT** contact any Bay Pines VA Health Care System or Lee County Health Care Center personnel to discuss this RFQ during this RFQ process. All questions and concerns regarding this RFQ shall be directed to the Contracting Officer.

PROPOSAL FORMAT AND EVALUATION CRITERIA

1. **Offerors shall complete Attachment A. Not completing attachment A in its entirety will result in disqualification.**
2. **Technical Requirements that the Contractor Shall Provide:**
 - a. **Offeror shall provide proof that they will employ, for the purpose of the contract, at least one (1) Certified Respiratory Therapists (CRT), a Registered Respiratory Therapist (RRT) or Registered Nurse (RN) and that this employee shall be employed throughout the length of the contract and/or replaced only with prior written approval of the Contracting Officer.**
 - b. **Offeror shall provide a detailed description of the company's ability to provide Home Oxygen services as described in the Statement of Work.**
 - c. **Offeror must have the facility space required to store, provide, and set up home oxygen to the number of Veterans that are currently, and will be, prescribed home**

oxygen by the Bay Pines VA Healthcare System. Currently, there are 610 active home oxygen patients being served by the Bay Pines VA HCS. This number is subject to change, as patient needs change.

The aforementioned requirements are GO/NO GO.

3. **Offerors shall provide up to three references of past performance and experience, as a prime contractor, in Home Oxygen services comparable in size and complexity to the one described in the solicitation. Consideration will be given to timeliness of performance; cost control; effective management; customer satisfaction; quality awards; and, the technical success of the project.**
4. **The Offeror shall also provide a list of references for the Offeror and key personnel. References may be business, financial, and/or personal, and may include letters of recommendation or commendation, awards or certifications that indicate Offeror possesses a high quality process for developing and providing the final project or service.**

The offeror's will provide the following information as a minimum:

- Contract Number
 - Dollar Value
 - Dates of performance
 - Name of Contracting Agency/Hospital
 - Point of Contact at that Agency/Hospital
 - Point of Contact information (i.e. email address, telephone number, etc.)
 - A brief description of the work effort sufficient to demonstrate the relationship between the reference contract and the proposed effort.
5. Complete Attached New Vendor Form
 6. **The proposals will be evaluated on a lowest price technically acceptable, with past performance as part of the technical evaluation.**
 7. **All vendors must be registered and complete all entries in the System for Award Management (SAM) in order to be considered for award. Potential vendors may register at the following web site: <https://www.sam.gov/portal/public/SAM/>**
 8. **Proposals must be received on/or before the August 25, 2014 at 4:00 PM, to be considered for award.**
 9. Vendors shall provide a minimum proposal acceptance period of **90** days after RFQ closing for offers
 10. Award

The offeror's initial proposal should contain the offeror's best terms from a price standpoint. Offerors are cautioned to submit sufficient information and in the format specified in the proposal instructions. Offerors may be contacted to resolve minor or clerical errors and the Contracting

Officer reserves the right to award without further conversations.

Place of Performance

- C.W. Bill Young VA Medical Center, 10000 Bay Pines Blvd, Bay Pines, FL 33744

The (CMBYVAMC) includes, but is not limited to Pinellas, Lee, Collier, DeSoto, Hardee, Highlands, Manatee, Sarasota, and Charlotte counties.

Period of Performance: The period of performance is expected to be October 1, 2014 through September 30, 2015.

The government intends to award a contract as a result of this RFQ that will include the terms and conditions set forth herein. To facilitate the award process, ALL proposals shall include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the RFQ are acceptable to be included in the award document without modification, deletion, or addition."

Offerors must complete annual representations and certifications on-line at <http://www.acquisition.gov> in accordance with FAR 52.212-3, "Offerors Representations and Certifications–Commercial Items."

The following Federal Acquisition Regulation (FAR), provisions and clauses apply to this solicitation and are incorporated by reference (provisions and clauses may be obtained via the internet: <http://farsite.hill.af.mil>, <http://www.arnet.gov/far/>, or <http://safaq.hq.af.mil/contracting>):

The following RFQ provisions apply to this acquisition:

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Priced, Requirements Type, IDIQ contract resulting from this RFQ.

(End of Provision)

52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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 10 days, prior to contract expiration.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 (months)(years).

(End of Clause)

52.233-2 Service of Protest (Sep 2006)

(a) 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 Network Contracting Office 8 Steven Scharlow, 10000 Bay Pines Blvd. Bldg 2 RM 315 Bay Pines FL 33744.

(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)

The following contract clauses apply to this acquisition:

- FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- FAR 52.204-7, System for Award Management
- 52.204-13 System for Award Management Maintenance
- FAR 52.212-1, Instruction to Offerors-Commercial Items
- FAR 52.212-3, "Offerors Representations and Certifications-Commercial Items" APR 2012
- FAR 52.212-4, "Contract Terms and Conditions-Commercial Items" SEPT 2013
- FAR 52.212-5, "Contract Terms and Conditions Required to Implement Statutes or Executive Orders" NOV 2013 –within 52.212-5 the following clauses apply;
 - FAR 52.203-3 Gratuities,
 - FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
 - 52.219-28 Post Award Small Business Program Representation,
 - FAR 52.222-3, Convict Labor
 - FAR 52.222-19, Child Labor-Cooperation with Authorities and Remedies
 - FAR 52.222-21, Prohibition of Segregated Facilities,
 - FAR 52.222-26, Equal Opportunity
 - FAR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
 - FAR 52.222-36, Affirmative Action for Workers with Disabilities
 - FAR 52.222-37 -- Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
 - FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
 - FAR 52.225-13 Restrictions on Certain Foreign Purchases

- FAR 52.232-33 Payment By Electronic Funds Transfer-System for Award Management
- FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
- FAR 52.252-2, Clauses Incorporated by Reference
- FAR 52.222-41 -- Service Contract Act of 1965
- FAR 52.225-13 -- Restrictions on Certain Foreign Purchases
- FAR 52.232-39 Unenforceability of Unauthorized Obligations
- FAR 52.237-1, Site Visit
- FAR 52.247-34, F.O.B. Destination

852.203-70 Commercial Advertising (JAN 2008)
 852.203-71 Display of Department of Veterans Affairs Hotline Poster (DEC 1992)
 852.211-70 Service Data Manuals (NOV 1984)
 852.237-70 Contractor Responsibilities (APR 1984)
 852.246-71 Inspection (JAN 2008)
 852.273-72 Electronic Submission of Payment requests

852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one year said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

52.216-18 – Ordering (Oct 1995)

(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 effective date of contract through 18 months.

(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) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

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 _\$0_ the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of _\$100,000

(2) Any order for a combination of items in excess of __\$200 ,000_

(3) A series of orders from the same ordering office within _30_ days that together call for quantities exceeding the limitation in subparagraph (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 1 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)

52.216-21 -- Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an

order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 18 months from the effective date of the contract.

(End of Clause)

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 18 months from the effective date of the contract.

52.216-27 -- Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

52.246-4 -- Inspection of Services -- Fixed-Price (Aug. 1996)

(a) *Definition*: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.228-5 Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984).

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

Points of Contact

Contracting Officer

Name: Matthew Lucas

Organization: NCO 8

Phone No.: 727-399-3340

E-Mail Address: matthew.lucas2@va.gov

Contractor Point of Contact:

Contractor Legal Business Name: TO BE DETERMINED

DUNS:

CAGE CODE:

Contractor POC:

E-Mail Address:

Phone Number:

Fax Number:

PERFORMANCE WORK STATEMENT (PWS)

Durable Medical Equipment Bay Pines VA Healthcare System

The contractor is required to meet or exceed all of the standards and requirements of Joint Commission. This Performance Work Statement clearly defines the VA's procedural expectations that the contractor must follow in order to demonstrate satisfactory performance under this contract.

1. From time-to-time, the number of veterans being served by this agreement will change. Bay Pines VA Healthcare System currently serves estimated 650 monthly with the potential for an approximate 2.1% increase annually oxygen-using patients. The volumes or amounts shown in the solicitation are estimates only and impose no obligation on the VA either minimum or maximum. The contract shall be for the actual requirements of the VA as ordered by the VA during the life of the contract.

Period of Performance: The period of performance shall be for one (1) Year.
10/01/2014 to 09/30/2015

2. Veterans with a prescription for an oxygen concentrator shall be provided with an appropriate backup system consisting of a compressed gas source and regulator with VA approved cylinder storage stands, cannulas/mask for use during the event of a power failure or mechanical problem and necessitating the use of the backup cylinder. The cost for the above mentioned backup system would be borne by the Contractor. The cost of replacement of equipment damaged, lost, stolen, negligence, discarded or misplaced shall be borne by the Contractor. Documentation is required if the patient declines the oxygen back-up system.
3. In accordance with the prescription received from the VAMC, the contractor shall provide the beneficiary with the following items at no charge:
 - a. Humidifiers and water traps when deemed necessary. The number of humidifiers must be sufficient to insure that they are not depleted between re-supply visits. The number of traps will be based on the patient's flow rate.
 - b. Disposable oxygen cannulas on hand for a change every two weeks with a supply in reserve at all times until the contractors next scheduled visit.
 - c. Disposable masks for change/wash every two weeks with a supply in reserve at all times (When masks are prescribed in lieu of nasal cannulas).

- d. 25-50 ft. of oxygen connecting tubing shall be replaced every 3 months with an equivalent section of tubing in reserve at all times (to be included in initial setup) until the contractors next scheduled visit.
 - e. Trach Collar and accessories (e.g. tubing and large volume aerosolized mist) *with* a supply on hand allowing for change every three (3) days and a supply in reserve at all times until the contractors next scheduled visit.
 - f. Proper cylinder storage stands approved by the VA and specific to home oxygen cylinders for all tanks provided.
4. Initial set-ups are considered as those beneficiaries who have not been provided an oxygen therapy delivery system in the residence or nursing home on a previous occasion, or have not used such a system continuously for the past 60 days. Switch-outs are considered those beneficiaries who are presently using an oxygen delivery system or have used such a system continuously within the past 60 days.
5. The Contractor shall provide the initial set-up the same day of receipt of prescription unless otherwise indicated by the home oxygen coordinator (HOC). The VAMC reserves the right to obtain the service from another source and to charge the contractor with any excess cost which may result there from, if the contractor is unable to meet the response time.

6. EMERGENCY SERVICES

- a. The contractor shall have a well-established communication system, providing 24-hour emergency services and the ability to provide services at the beneficiary's home within a maximum of 6 hours of a call. Most emergency services shall be provided within 2 hours of a call.
- b. The Contractor shall ensure all patients have at minimum a non-electrical oxygen supply to last three times the contractors' response time to a call. The minimum supply will take into account each patient's prescription flow-rate and distance from the contractors location, and so actual supply levels may differ from patient to patient, as long as each patient has oxygen supply to last a minimum of three times the contractors' response time. If the Contractor is unable to respond to an emergency service call within 6 hours, the Contractor is responsible for making arrangements with another supplier to provide oxygen at the Contractor's expense. A written explanation of why the Contractor was unable to respond to the emergency must be provided to the Home Oxygen Coordinator or COR within 2 business days
- c. The Contractor must notify the Home Oxygen Coordinator or COR or designee immediately in the event of a special set-up, after hours, disaster, natural or otherwise, that may affect the services covered under this contract.

7. The Contractor shall provide and post on all entrances into the residence, a sign stating "Warning Oxygen in Use, No Smoking" or other verbiage that NO Smoking is allowed due to oxygen being present and document that the beneficiary/care giver is instructed in the safe use of oxygen and equipment per the Compressed Gas Association (CGA).

8. SPECIAL SET-UPS

The Contractor will provide as needed special set-ups or after-hours set-ups for the VA patients on Home Oxygen. This is a priced line item and the estimates are given based upon historical data. These set-ups will be for patients that are not available during normal business hours. There are also various circumstances that occur which the VA would require special set-ups for certain patients. These are included in the line items.

9. REPORTS

The Contractor will provide a written, quarterly report to meet or exceed Joint Commission/CMS Standards and all other Standards to include improving organizational performance. **Note:** An exact month written report is due can be added by the local contracting officer. The contractor will also provide to the VA exact data and reports as determined by the VA to the VA as deemed necessary.

- a. Incident Report – The Contractor shall report special incidents found or occurring as soon as possible during a home visit, to include finding patients in need of emergency medical assistance, safety hazards that present immediate life-threatening danger to the patient or Contractors staff, inability to contact a patient within a reasonable period of time, and any other incident meeting the Contractors written policy for incident reporting will meet or exceed Joint Commission/CMS accreditation standards.
- b. Customer Satisfaction - In according to meet or exceed all Joint Commission/ Centers for Medicare and Medicaid (CMS) standards the contractor will collect data on service satisfaction from contracted patients and their families from each facility on a quarterly basis. A copy of survey results will be submitted to Home Oxygen Coordinator or COR's in Quarterly reports.
- c. Infection Control/Communicable Diseases – In according to meet or exceed all Joint Commission/CMS standards, reports will include data related to the Contractor's ongoing Infection Control Program and sent to the Home Oxygen Coordinator or COR.
- d. Performance improvement – The contractor will collect data on important processes and outcomes related to patient care and organizational functions.

The contractor will submit annually their Periodic Performance Review summary for contracted services to the Home Oxygen Coordinator or COR within 90 days of the end of base or option year. Contractor will assess and score each Joint Commission/CMS 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 will require a plan of action to correct as part of the Periodic Performance Review submitted to the Home Oxygen Coordinator or COR. The Periodic Performance

Review for home care is based upon Joint Commission/CMS home care or equivalent standards may be obtained or purchased at: <http://www.jointcommission.org>.

10. The Contractor shall provide the following emergent patient safety reports, within 5 business days of the action, throughout the contract period.

- a. Sentinel Events - The contractor is required to inform the Home Oxygen Coordinator within one hour of a sentinel event (as defined by Joint Commission) that occurs during the performance of this contract that involves VAMC beneficiaries.
- b. Refusal of service - All beneficiaries have the right of refusal of service. In the event a beneficiary refuses service or orders the equipment to be removed from the home, the Contractor shall comply with the beneficiary's wishes, however in addition to a written report; the Contractor shall report the specifics of the refusal to the Home Oxygen Coordinator by telephone and/or by e-mail within 1 hour. If the refusal occurs during a home visit, the Contractor's staff shall make an attempt to notify the Home Oxygen Coordinator or COR of the refusal during the home visit.
- c. The contractor shall report suspected incidents of abuse or neglect to the patient by family members or caregivers. Suspected incidents shall be reported immediately (within one hour during business hours) to the Home Oxygen Coordinator or COR, as well as to the adult protective agency. The contractor will follow all state and local laws in reporting suspected incidents of abuse or neglect.
- d. The contractor shall maintain a complaint policy and define its process that will meet or exceed all Joint Commission/CMS Standards.
- e. The contractor shall report non-compliant behavior with fire safety guidelines set forth in the patient education and re-assessment material and/or behaviors which pose a risk of self-harm or harm to others to the Home Oxygen Coordinator or COR during the home visit if the contractor's staff determines the beneficiary's non-compliant behavior within the home environment, is not improving after education on the fire hazard of smoking when oxygen treatment is provided. Noncompliant behavior and any follow-up actions (e.g. educations

11. COMMUNICATION PROCESS OF UNSUCCESSFUL SET-UPS

- a. The Contractor shall be responsible for notifying the Home Oxygen Coordinator or COR by telephone and/ or e-mail at time of set- up if any alteration to the beneficiary's home is necessary to accommodate the oxygen equipment, including electrical work.
- b. The Contractor is responsible for making every effort to establish appointments with VA beneficiaries when initiating set ups and deliveries. Deliveries will not be left unattended at the beneficiary's home. All deliveries will require caregiver

or patient signatures. If the VA beneficiary chronically fails to meet appointments the Contractor is to notify the Home Oxygen Coordinator or COR.

- c. The Home Oxygen Coordinator or COR will contact the VA beneficiary when concerns regarding a set-up arise then a corrective action plan will be implemented. The Home Oxygen Coordinator or COR will notify the Contractor within 24 hours/ next business day of any changes. If the Contractor has not made valid and documented attempts to contact the VA beneficiaries for set ups and or deliveries the Government reserves the right to call in a third party and bill the Contractor if the Contractor fails to perform for any due month.

12. INFECTION CONTROL/ COMMUNICABLE DISEASES REQUIREMENTS

- a. Contractor must have a current plan for surveillance, prevention and control of infection. The plan will meet or exceed all current Joint Commission/CMS standards.
- b. Contractor will provide a list of names to the Home Oxygen Coordinator or COR of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period. The type of exposure will also be identified.
- c. The Home Oxygen Coordinator or COR will consult with VA infection control staff regarding the need to contact exposed patients and/or complete any needed medical follow-up.

13. ASSESSMENT REQUIREMENTS

The Contractor shall perform an assessment of the beneficiary's home and environment in according to meet or exceed all Joint Commission/CMS standards, and maintain documentation of assessments in the individual patient file or folder.

- a. The Contractor shall notify the Home Oxygen Coordinator or COR within 24 hours/ next business day or prescribing physician during the home visit if the Contractor's staff determines that the presence of oxygen in the home presents such a danger that the oxygen must be removed, or in the case of an initial set-up, not placed in the home.
- b. The Contractor shall notify the Home Oxygen Coordinator or COR within one hour either by phone or e-mail of any unsafe conditions observed in the VA beneficiary's home and preclude the installation or continuance of oxygen service. Unsafe conditions may include fire safety hazards, oxygen safety hazards, patient abuse by family or caregivers, or any instance that places the patient or Contractor's staff in immediate danger. The Contractor shall furnish written documentation of the safety hazard to the Home Oxygen Coordinator or COR within five (5) business days of the incident.
- c. The Contractor will document and report to the VA Home Oxygen Coordinator or COR any patient who is non-compliant with safety guidelines set forth in the

education and orientation material and or whose behavior poses a risk of self-harm or harm to others (e.g. smoking while on oxygen) despite warnings and ongoing educational interventions

- d. The Contractor will check the adequacy of the electrical outlets in the patient's home and immediately report unsafe conditions to the Home Oxygen Coordinator or COR. VA shall not be responsible or liable for any unsafe electrical conditions caused by the Contractor. Any alterations to the veteran's residence will be the responsibility of the veteran. If ordered equipment cannot be safely installed, the Home Oxygen Coordinator or COR may provide an alternative oxygen delivery system after approval until new prescription can be obtained. If no alternative is available the prescribing VA physician will be notified by the Home Oxygen Coordinator.
- e. The Contractor will verify the presence of the smoke alarms and instruct the patient to test all smoke alarms on a monthly basis. In any home where smoke alarms are not present, the contractor will notify the appropriate VA clinical staff (e.g. VA Home Oxygen Coordinator) for further review and potential action to include when to contact the local Fire Department

14. DISCONTINUATION OF SERVICE

- a. The government shall notify the Contractor in the event of an order to discontinue oxygen service to any beneficiary covered under this contract. Notification shall be by facsimile.
- b. The Contractor shall notify the government within next business day of a patient death, or upon finding a patient has moved out of the service area and will discontinue billing.
- c. The Contractor shall remove equipment from the beneficiary's residence at the earliest possible time but no later than 5 business days based upon the needs of the family unless approved by Prosthetics. The date and time of equipment pickup shall be coordinated with the patient and/or next of kin and/or significant other. The Contractor shall make every effort to meet the beneficiary's or beneficiary's families' requests for pickup times. The Contractor shall honor beneficiary's or family's requests to pick-up equipment before or after funerals or family gatherings relative to beneficiary funerals. The Contractor shall treat such requests with the utmost courtesy, and give such requests the highest priority.

15. EMPLOYEE CERTIFICATION

- a. The Contractor shall develop, maintain, and make available for review, personnel folders on all employees performing under this contract.

- b. Contractor must provide and document employee orientation, ongoing employee education, and ongoing assessment of employee competency for all employees involved with the delivery/recovery of equipment covered under this contract to meet or exceed all Joint Commission/CMS standards.
- c. The Contractor will provide Home Oxygen Coordinator or COR with a list of all employees currently competent to perform delivery/recovery and patient education services at the time the contract is awarded and each option year. COR or designee will inspect employee files at the time of the inspection of Contractor premises and vehicles.
- d. The Contractor will educate, evaluate and document employee education in strict accordance to meet or exceed all current Joint Commission/CMS accreditation standards.
- e. Only employees that have been properly trained and who have demonstrated competency may perform equipment deliveries, recoveries, and patient education on the equipment.
- f. The Contractor shall be staffed and have sufficient supplies to render satisfactory and courteous service at all times to the beneficiary. The contractor shall be responsible for the acts and omissions of his/her employees, his/her Sub-contractors or satellite offices and their employees. All Sub-contractors are required to adhere to the requirements of this contract and meet or exceed all Joint Commission/CMS standards.

16. **CONTRACTOR-OWNED CONCENTRATORS:** The Contractor shall furnish, install and service all oxygen equipment to dispense oxygen and supplies ordered under this contract. All equipment is to be current state-of-art model and all supplies are to be new. A label with the contractor's name and emergency telephone number where they can be reached 24 hours/day will be affixed to all equipment.

Standards and guidelines are as follows:

- a. The American Respiratory Care Foundations for Respiratory Equipment Used in the Home.
 - b. American Society for Testing Materials (ASTM) minimum standards specification for electrically powered home care portable ventilators.
 - c. Association for the Advancement of Medical Instrumentation (AAMI).
 - d. All Joint Commission/CMS Standards for Home Care, current year standards.
17. The installation of all machines and equipment by the Contractor shall be performed by a competent professional familiar with nature of the equipment involved and fully qualified under the laws of the State in which the services are being rendered. Installation shall be consistent with local Fire and Safety Codes in the respective area of the State, and shall conform to

Compress Gas Association and NFPA 99/101 (Life Safety Codes) NFPA (Oxygen Cylinder Requirements). The Contractor shall provide a safety/emergency/education checklist to be completed utilizing Joint Commission/CMS standards, then signed by the veteran or his/her caregiver and retained in the beneficiary account folder. The Contractor shall ensure that all equipment is checked at manufacturer recommended intervals.

A Contractor's staff member will conduct a check of the concentrator using a certified oxygen analyzer that is calibrated according to the manufacturer standards. Maintenance on equipment shall be done by a manufacturer's checklist. It shall include compressor inlet pre-filter changes and compressor inlet bacteria filter changes according to the manufacturer recommendations. The alarm battery shall be tested at each maintenance check, changed as indicated but at least annually. The Contractor is responsible for tracking and documenting maintenance of equipment in accordance with manufacturer specifications and providing these records for review upon request. Contractor shall furnish parts and labor for routine maintenance. The Contractor shall have recall procedures for equipment and supplies.

18. The Contractor shall not change or alter a VA beneficiary's oxygen prescription or equipment requirements without a new prescription from the beneficiary's VA physician.

19. EQUIPMENT SPECIFICATIONS

The oxygen concentrators shall be Underwriter Laboratory (UL) approved and must at a minimum meet the following specifications:

- a. Electrically powered (115 volts).
- b. There shall be a battery operated audible alarm to indicate a power failure.
- c. The oxygen concentrator shall not perform below the manufacturer's specification.
- d. Hour meter and OCI indicator
- e. The oxygen concentrator shall be grounded internally or plug into a three-prong wall outlet appropriate for the VA beneficiary's home (outlet adaptors are not acceptable).

20. All electrically powered equipment used in performance of this contract shall be UL approved and shall be the most recently developed in the field at the time of use.

21. Oxygen provided must be United States Pharmacopoeia (U.S.P.) oxygen.

22. Contractor-furnished equipment shall be maintained per manufacturer's specifications. Contractor-owned equipment shall be repaired or replaced at no cost to the Government.

23. CYLINDERS: The Contractor shall furnish aluminum cylinders called for under this contract that are only in accordance with the Interstate Commerce Commission Regulations, and transport cylinders in accordance with Code of Federal Regulations (CFR) Part 49, U.S.

Department of Transportation. All cylinders furnished by the Contractor shall have a VA approved cylinder storage stands at no additional charge to the Government. This stand shall remain contractor-owned.

24. **SITE VISITS:** Periodic, scheduled or unscheduled on-site contractor visits and home oxygen patient visits will be made by COR or designee to monitor the contractor's performance under this contract. These random home visits are necessary to provide quality assurance for continuity of care. A written report shall be provided to the contractor approximately five working days after the visits. The contractor will have five working days after the receipt of the VA report to respond to any discrepancies in the report. The contractor agrees to make available all records and documentation necessary during the monitoring visits.
25. The Contractor must have at least two (2) years of experience in successfully administering basic home oxygen and aerosol therapy to adult and geriatric patients. The Contractor will be responsible for coordinating, supervising and evaluating the services provided.
26. At least once every 3 months the Contractor will visit the VA beneficiaries to reassess equipment compliance, educational needs, etc. A written report will include at a minimum the following data:
 - a. Name and social security number (SSN) of beneficiary using the equipment.
 - b. Monitor compliance on prescription (LPM, hours per day)
 - c. Type, hours on concentrator *Serial Numbers kept on file should be for VA owned equipment only. Serial Numbers for the rented equipment shall be the vendor's responsibility and kept on file in vendor's main office.
 - d. Inspection results of liter flow rate in monitoring patient compliance (as compared to prescription).
 - e. Inspection compliance of intake filters (exchange or clean by patient); follow-up education and/or reinforcement of compliance documented.
 - f. Revised plan of service as needed.
 - g. Quality Improvement reports, utilization surveys and results of patient satisfaction surveys shall be submitted quarterly signed and dated by the contractor's staff and the VA beneficiary/care giver. The reports shall be legible. All reports shall be submitted to the Home Oxygen Coordinator or COR by the 10th business day of the month following service. Reports shall be VA facility, patient and issue specific. The tech reports may be attached to invoice(s).
27. The Contractor shall maintain a VA beneficiary account folder in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA). The prescription will include specific patient information to perform the intent of this contract which includes:

Patient Name, Address, Phone Number and Equipment Needs, this formation will be faxed to Contractor unless otherwise agreed. All beneficiary files are subject to review by designated VAMC officials and accreditation surveyors on behalf of the VAMC during accreditation surveys or consultation. As a minimum the VA beneficiary folder will meet or exceed all current Joint Commission/CMS standards to include patient record keeping.

28. Contractor must provide a written emergency management plan that will meet or exceed all Joint Commission/CMS standards. At the time of set up, Contractor shall provide beneficiaries with a telephone number to call if there are any questions or additional information is required, and instructions for what to do in a natural disaster or other emergency.
29. Standard precautions shall be used to prevent exposure to blood borne diseases when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment shall be separated from clean equipment. The Contractor's warehouse shall have clear demarcation between contaminated and clean storage areas. Delivery vehicles, if dirty and clean equipment is transported in the same vehicle, will have a clearly demarcated area for clean and dirty items. Contractor's procedure for handling the pick-up of dirty equipment will meet or exceed all Joint Commission/CMS Standards.

PATIENT EDUCATION REQUIREMENTS

30. The Contractor shall provide education to each veteran at the time of set-up, and assess the need for reinforcement during reoccurring visits. This information is to be presented verbally, in demonstration and material covered shall be in written form to be left with the beneficiary/care giver. The written material shall be in English as well as the foreign language of the beneficiary, should the beneficiary not speak English. In the case of such an occurrence the Contractor is to advise the VAMC to facilitate adequate instructions. All patient education material must be presented in written form to the Home Oxygen Coordinator or COR for approval prior to the award. The contractor as directed by Home Oxygen Coordinator or COR will implement any new or revised education material. The VA will determine whether the contractor shall use their forms or forms supplied by the VA for documentation of services provided to VA beneficiaries.
 - a. The contractor will provide educational and/or warning information for patients, their families, or caregivers on the hazards of smoking while oxygen is in use. The educational materials must be provided upon initial delivery and minimally every 6 months thereafter. The checklist used by vendors for medical gas follow-up services must, at minimum include:
 1. No Smoking signs must be provided and posted.

2. Smoke alarm present, veteran instructed to test all smoke alarms monthly, and smoke alarm sounds when tested.
3. Veteran has been instructed to remove the cannula, shut off the oxygen supply, and wait for the oxygen to dissipate prior to smoking.
4. Veteran, family or cohabitants given educational material regarding the hazards of smoking and using an open flame near oxygen.
5. Fire/Emergency Evacuation Plan.

31. Veterans will be provided a copy of VA Patient Rights & Responsibilities, and any information concerning advanced directives. The Contractor shall document that the beneficiary/care giver is instructed in accordance with Joint Commission/CMS standards and provide the contact information for comments and complaints. Upon contract award the contractor will be provided a copy of VA patient rights and responsibilities, the Contractor will tailor the information to provide to the veterans.
32. The Contractor shall visit beneficiaries' residences in performance of this contract by appointment only, between the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, exceptions will be made in the cases of emergencies. The Contractor is responsible for scheduling the appointments to the beneficiary's home 24-48 hours prior to the appointment. On each scheduled setup/delivery the Contractor shall reassess the need to instruct the beneficiary on the use and care of the equipment and supplies and provide patient education/complete patient safety risk assessment no less than every six months.
33. DEMURRAGE CHARGES: The contractor agrees to provide cylinders without assessing demurrage charges on the Government. The Contractor further agrees that the free loan period of cylinders is indefinite, but shall not exceed the term of the contract, except during the Transition Period as described in Item # 20.
34. The VAMC will not compensate for the Contractor's lost (including Veteran/family refusal to return) or damaged equipment provided under this contract unless circumstances as reviewed by the Contracting Officer are concluded to be the results of willful negligence of VAMC employees. Accordingly, this is considered to be the cost of doing business. The contractor may pursue recovery of equipment/cost reimbursement from the Veteran/family as deemed appropriate and standard business practice. Contractor may request payment by submitting a written summary of the circumstances of lost or damaged equipment to the contracting officer within 30 calendar days of the occurrence of the incident in question. The Contracting Officer will review the summary, and a written determination will be made to the Contractor as to the

liability. The VAMC will not pay for rental of equipment being used by unauthorized veteran during the performance of this contract or for equipment that cannot be found.

35. **EXCESS DELIVERY:** This means that any delivery of supplies or equipment in excess of those prescribed without prior authorization by VA will not be reimbursed.
36. **CONTRACTING OFFICER REPRESENTATIVE:** The Contracting Officer reserves the right to designate a representative to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation will be furnished to the Contractor after notice of award.
37. **QUALIFICATIONS OF CONTRACTOR**
Contractor **NEED NOT BE JOINT COMMISSION ACCREDITED**, but must perform the requirements of this contract to meet or exceed all the standards. Subcontractors must meet or exceed all standards and will be monitored by the contractor for compliance. COR will be notified if subcontractor is utilized. Proof of performance under the Joint Commission/CMS standards must be submitted to the VAMC initially and on an annual basis to provide home oxygen services. Contractor must maintain performance to meet or exceed Joint Commission/CMS standards throughout the duration of the contract. All prospective Contractors must include with their proposal documentation on how they have met or exceeded Joint Commission/CMS Standards. The Contractor will notify the Home Oxygen Coordinator or COR of any change in performance under the standards.
- a. The Contractor will maintain on file a current criminal background check for each employee assigned to the VA's contract, if directed, the Contractor and its employees may be required to undergo background checks as required by the VA.
38. **SAFETY REQUIREMENTS:** In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer or the Home Oxygen Coordinator or COR may determine to be reasonably necessary to protect the lives and health of all persons affected by this contract. The Contracting Officer or Home Oxygen Coordinator or COR will notify the Contractor of any noncompliance regarding safety concerns and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.
39. **CONFORMITY TO REGULATIONS:** The Contractor and his/her employees shall conform to all regulations, Federal, State and local, governing the performance of contracted services in each state in which performance occurs.
VAMC facilities have been designated NO SMOKING areas in their entirety. Individuals found in violation of this no smoking policy may be subject to a \$50 federal citation for disregarding posted safety rules and regulations. Furthermore, Contractor may be directed to stop work.

Contractor shall to notify all of his/her employees and/or sub-contractors of this strict enforcement policy.

- 40. VEHICLES:** The vehicles used in the performance of this contract must be licensed and meet the minimum requirements as mandated by each state/county/city in which performance occurs.

CLINS

CLIN 0001, Initial set-ups of equipment that consists of various cylinders with regulator, handcart, pouch, backpack, proper storage and disposable supplies.

CLIN 0002, Stationary Concentrator 1-5 LPM with Back-up M-60, regulator, stand, nasal cannula or mask and humidifier when specified.

CLIN 0003, Stationary Concentrator 5-10 LPM with Back-up M-60, regulator, stand, nasal cannula or mask and humidifier when specified.

CLIN 0004, Cylinder, Aluminum, E-tank, Rental

CLIN 0005, Cylinder, Aluminum, D-tank, Rental

CLIN 0006, Cylinder, Aluminum, C-tank, Rental

CLIN 0007, Cylinder, Aluminum, M-6, Rental

CLIN 0008, Demand Nasal Cannula (e.g. Oximyer) Reservoir or pendant/equivalent.

CLIN 0009, Pulse Conserver Device

CLIN 0010, Cylinder, Aluminum, E-tank Rental, complete portable system (e.g. tank, regulator, etc) for each Medical Center for availability to issue home oxygen beneficiaries who deplete their portable units during appointments *or* to send home with new start-up (e.g. discharged from inpatient).

CLIN 0011, Emergencies and After hours special set-up.

CLIN 0012, Ventilator Patient

CLIN 0013, Portable Concentrator w/two batteries.

CLIN 0014, Liquid oxygen system rental with stationary reservoir per beneficiary

CLIN 0015, Liquid oxygen system, portable rental per beneficiary

CLIN 0016, Liquid oxygen per pound.

CLIN 0017, Fire Safety device and hose.

Minimally acceptable equipment specification standards for the CLINS above are as follows:

1. **CLIN 0002/ 1- 5 LPM Stationary Concentrator-** electrical device that employs sieves and physical separation to deliver 90% or higher concentration of oxygen at flow rates up to 5 LPM.

Concentrators must meet the following specifications:

- a) Deliver 90% oxygen at flow rates up to 5LPM.
- b) Operate on 120 VAC, 60 Hz.
- c) Have thermal protector for compressor.
- d) Be double insulated and have three prong plugs.
- e) Have pressure compensated flow meter.
- f) Have Low O₂ alarm.
- g) Have power failure alarm.
- h) Weight 60 pounds or less.
- i) Be mounted on wheels for easy movement by patient/caregiver.
- j) Must meet FDA QSR standards.

Note: Concentrators that have oxygen sensing devices are required.

2. **CLIN 0003/ 5-10 LPM Stationary Concentrator** - electrical device that employs sieves and physical separation to deliver 90% or higher concentration of oxygen at flow rates up to 10 LPM. Concentrators must meet the following minimum specifications:

- a) Deliver Oxygen flow rates: (I) 95% to 92% @ 1/2 - 7 LPM flow (II) 95% to 90% @ 7-10 LPM flow
(O₂ Pressure: 7 PSIG (48 KPA) normal)
- b) Alarms for the following failures required: Power Failure, O₂ Concentration (Optional), and
Irregular Pressure
- c) Be double insulated and have three prong plug
- d) Be mounted on wheels for easy movement by patient/caregiver.
- e) Must meet FDA QSR standards.

3. **CLIN 0009/ Oxygen Conserving device** - electric or pneumatic powered device that limits oxygen flow to inspiration only and thereby increase the duration of the supply (all tank sizes outlined in the contract).

a) **Pneumatic units** - must meet the following specifications:

- 1) Flow settings from 1 to 6.
- 2) Have easy to read content gauge.
- 3) Conservation ratio of 3:1 or higher.
- 4) Have continuous flow setting.
- 5) Weight less than 30 oz.
 - a) Conserving ratios are based on a breathe rate of 20 bpm.
 - b) Danger of patient desaturation on exertion due to decreased size of bolus at higher bpm.

4. **CLINS 0014, 0015, 0016/ Liquid Oxygen System Flow up to 6 LPM** (consists of large reservoir and portable unit that is filled from the reservoir.

- a) Reservoir must have condensation collection tray.
- b) Must have quick release valve for easy refilling.
- c) Flow meter range of up to 6 LPM.
- d) Portable must come with shoulder strap.
- e) May have electrical or mechanical content indicators.

5. **CLINS 0014/0015/0016/ Liquid Oxygen System Flow up to 15 LPM** (consists of large reservoir and portable unit that is filled from the reservoir.

- a) Reservoir must have condensation collection tray.
- b) Must have quick release valve for easy refilling.
- c) Must have flow settings of up to 15 LPM.
- d) Portable must come with shoulder strap and holder.
- e) May have electrical or mechanical content indicators.

6. **C0013/Battery Operated Portable Concentrators**

- Eclipse or similar type: 1-3 LPM continuous flow, 1-6 LPM demand valve, Larger, 18 lbs.
- Evergo or similar type: No continuous flow, 1-6 LPM demand valve, Smaller, lightweight (8.5 -10 lbs.)

7. **C0012/ Ventilators**: Complete ventilator care and equipment, to include, but not limited to the following, all monthly supplies, patient and family training , unlimited RT visits, monthly equipment maintenance checks, ventilator and accessories, suction machine, ambu bag, necessary patient and quality reports as required by Joint Commission, CMS, and local facility.

Ventilator- either an LTV 950 or an LTV 1150

Gel Battery **and** Charger

Lithium Battery **and** charger

Heated Humidifier

Dual Heated Vent Circuits

Humidifier chambers

Heat Moisture Exchangers

Flex tubes

Portable Suction machine

Stationary Suction Machine

Pulse Ox **and** probes

Portable Suction machine

Valve T adaptor

Ambu Bag

Trach Ties

Trach Care Kits

4x4 gauze pads

4x4 drain sponges

2x2 drain sponges

Inline catheters

Suction Catheters

Suction Jars
Suction Tubing
Bulb Syringes
Saline Bottle 1000ml
Saline Bullets
Peroxide Bottle 16 oz.
Non sterile latex gloves
Oral swabs
Cotton tip applicators
Water soluble lubricant
CO2 Monitor
Nebulizer kits
Vent Circuits
U Adapt O2 bleed in port
50 PSI compressor
Inner cannulas
Trachs
High Flow Humidity Bottle
Corrugated tubing
Yankhauer Suction catheters (nonvented)
Trach masks
10 cc syringes
SPECIAL CONTRACT REQUIREMENTS

1. PAYMENTS AND INVOICING

- a. The Contractor shall not bill third party insurance sources for services rendered to veteran enrollees under this contract.
- b. Invoice will be paid within 30 days upon final acceptance by the government. Each invoice must be itemized by patient to include each item provided with quantities, contract number and purchase order number.
- c. Contractor agrees to accept the Government purchase card for payments of invoices. When the Contractor charges the Government credit card, they shall include the purchase order number assigned

2. TRAVEL AND TRANSFERRING WITH RENTAL EQUIPMENT

- a. Traveling Patients: The contractor shall be responsible for coordinating all services for veterans who travel outside jurisdiction of this contract. Department of Veteran Affairs shall be responsible for notifying contractor where veteran is traveling and mode of transportation. Contractor shall be responsible for instructing the patient on how to safely travel with oxygen and how to appropriately respond in an emergency.
 1. Privately owned vehicle – The contractor shall assist the veteran in preparing a travel plan, identify locations, etc. (logistics) along veterans route where oxygen refills can

be obtained and coordinate billing for services and refills as appropriate. There will be no fee for this logistical service.

2. For veterans traveling within BAY PINES VA HEALTHCARE SYSTEM-area contractor shall provide oxygen refills at the rate of this contract, billing appropriate VA facility.
 3. For veterans who temporarily relocate from BAY PINES VA HEALTHCARE SYSTEM to another VISN, accommodations shall be made to assist veterans so as not to interrupt services. The Home Oxygen Coordinator or COR needs to be contacted to establish service in another VISN. Contractor shall keep on file original prescription for oxygen. Upon return, veterans shall be responsible for contacting the VA to obtain an updated Home Oxygen Prescription in order to re-establish oxygen services.
- b. Contractor's proposal will be for all VA beneficiaries that vacation and or travel into BAY PINES VA HEALTHCARE SYSTEM as requested by the Home Oxygen Coordinator.
3. FLORIDA SERVICE AREAS

The Bay Pines VA Healthcare System includes, but is not limited to:

COUNTIES IN FLORIDA: Pinellas, Lee, Collier, DeSoto, Hardee, Highlands, Manatee, Sarasota, and Charlotte

ATTACHMENTS

1. **Attachment A:** "Home Oxygen Pricing Schedule"
2. New Vendor Form
3. Wage Determination