

# **Service Contract**

## I – Introduction/Description of Work

The Stratton VA Medical Center, located at 113 Holland Ave., Albany NY 12208, is soliciting a full service firm fixed-price contract for full service preventative maintenance and remedial emergency support for three [COMPANY NAME] Advantage Plus and one [COMPANY NAME] DSD Edge Endoscope Preprocessors. This coverage shall include full support for all components and software.

### II – Period of Performance

The base period of performance for this contract shall begin on August 1, 2012, unless otherwise specified, and shall expire on September 30, 2012. This solicitation includes the provision of quotations for this base year, and four option years beginning October 1, 2013 that may be exercised at the discretion of the government.

## III - Equipment List

The following equipment is to be covered by the terms and conditions herein.

VA ID#	Equipment Description	Serial Number	Location
199781	[COMPANY NAME] Advantage Plus #1	66838142	A534
199782	[COMPANY NAME] Advantage Plus #2	66838144	C267
202454	[COMPANY NAME] Advantage Plus #3	67623508	C267
200396	[COMPANY NAME] DSD Edge #4M	6677220	C268

**NOTE:** Warranty period for [COMPANY NAME] Advantage Plus, s/n 67623508 expires October 13, 2012 – pricing shall be included for renewal option years only.

**NOTE:** Warranty period for [COMPANY NAME] DSD Edge, s/n 6677220 expires August 31, 2012 – contract will begin on September 1, 2012, pricing for the base year will be for 1 month only.

## IV – Detailed Scope of Work

 Contractor shall furnish all labor, tools, and equipment as applicable to perform: full service maintenance and repairs on identified equipment and associated software, unless otherwise specified, during normal working hours, unless otherwise specified. Normal working hours are 8:00 AM EST - 5:00 PM local time, Monday through Friday. Holidays observed by the VAMC are:

New Year's Day	Martin Luther King D	Pay President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		



- 2. All work shall be performed by competent personnel, experienced and qualified to work on the specific equipment listed on the schedule. Contractor shall provide certification as required by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) that all personnel authorized to maintain the equipment specified by the contract are competent and able to perform all duties listed under the terms of the contract. All work performed shall be first class in accordance with good manufacturing practices. CONTRACTING OFFICER RESERVES THE RIGHT TO REQUEST PROOF OF APPROPRIATE TRAINING AND EXPERIENCE FROM VENDOR PERSONNEL FOR SERVICING THE EQUIPMENT ON THE SCHEDULE. It is the Contractors responsibility to provide all personnel, equipment, manuals, tools, and schematics to perform contracted services.
- 3. Contractor's service representative shall contact Biomedical Engineering (518) 626-6232 prior to any service performed. Service tickets will be signed and filed in Biomedical Engineering (room A1109). In lieu of presenting service tickets while on-site, service tickets may be emailed to email@youwebsite.com. <u>Failure to provide</u> signed service tickets will result in non-payment.
- 4. Scheduled preventive maintenance will include, but not be limited to, electrical safety testing, lubrication, counterweight cable inspections, functional tests, adjustment, calibration, testing, and replacement of parts which would normally be replaced during the course of a standard PM (as recommended/required by manufacturer procedures), or parts found in the manufacturers "PM Kit". The contractor's PM procedures will be comparable to that required by the equipment manufacturer. These procedures shall be presented in writing to the COR. At the conclusion of the preventive maintenance visit, the instrument(s) and/or equipment shall be returned to the operating condition stipulated by the manufacturer's factory specifications.
- 5. Scheduled preventive maintenance service will be provided 1 time per year (except the base period) in accordance with the contract. Such service will be provided at equal intervals during the term of the contract. Unless a particular month is specified in the contract, the Contractor shall notify the COR within thirty (30) days of acceptance of the contract of the month(s) during which the preventive maintenance inspections are to be performed. The contractor is responsible for scheduling all PM Service visits prior to the end of the month in which they are due. Any deviations from this schedule must be approved in advance by the COR.
- 6. Work not covered by this contract shall not be performed without first obtaining permission of the COR and/or the Contracting Officer. Bills resulting from additional work performed without prior approval will not be honored.
- 7. The contract price shall include all travel, fees, accommodations, and any other costs incurred by the contractor. Additional fees or charges of any kind will not be paid.
- 8. The contractor shall be responsible for informing the COR of any uncorrected deficiencies and noting these on the service ticket. Notation will include the type of deficiency, dated and initialed. Any deficiency which poses a hazard to patients, staff, or other equipment will immediately be called to the attention of the users and the COR.
- 9. Contractor shall respond to all repair requests within the specified time frame. Response by the Contractor is defined as:
  - a) Telephone troubleshooting/repair services within thirty (30) minutes of the initial contact; and/or



- b) An on-site visit by a qualified repairperson within twenty-four (24) hours of the initial contact.
- 10. Contractor shall repair, modify, or correct as necessary equipment deficiencies related to any and all hazard alerts from the manufacturer, FDA, or Veterans Administration, etc. at no additional cost.
- 11. Contractor shall provide a toll-free technical support line 12 hours/day, Monday through Friday, excluding holidays. Services provided shall include support for both hardware and software issues.
- 12. Contractor shall draw attention to, and specifically describe any additional benefits or options that are incorporated in their standard maintenance agreement that are not included in the above specifications. Examples may include remote diagnostic monitoring, discounted labor rates for repairs outside of normal working hours, extended "normal" working hours, discounted/no charge hardware and/or software upgrades, discounted additional hardware and/or software options, discounted labor rates for emergency repairs, downtime protection guarantees, etc. Brief explanations illustrating why these options are beneficial or how they increase efficiency or productivity, or decrease downtime, should be included.
- 13. Contractor shall comply with all applicable HIPAA regulations and requirements necessary to protect the privacy, integrity & reliability of electronic Protected Health Information (ePHI) and provide proof of an existing Business Associate Agreement with the VA. This includes any exposures to ePHI by support personnel or disclosure of any ePHI to any other agents during the course of regular service and support activities, and to any ePHI obtained during the course of complaint investigation or any other FDA mandated activity. Upon termination of this contract, the contractor shall continue to extend this protection to any ePHI retained during this activity. NOTE: Under no conditions shall any electronic storage media be removed from Veterans Affairs (VA) premises without being thoroughly sanitized to VA standards. Electronic media that can not be sanitized to VA standards shall be destroyed on-site by the VA
- 14. Contractor shall provide any documentation required by law regarding the final disposal of any components and/or supplies, as defined by the EPA, the Resource Conservation & Recovery Act, and 6NYCRR, replaced during any service performed on the listed equipment. This documentation shall include, but not be limited to, manifests, detailed lists of disposed waste, etc. showing "cradle-to-grave" documentation of proper disposal.

## IX – Evaluation

The following details how all quotes submitted before the deadline specified in block 8 of the SF1449 will be evaluated.

### "GO/NO-GO" Factors:

The following are considered "Go/No-Go" factors. Failure by the contractor to meet these qualifications or provide evidence of them in their submitted quotation will result in immediate disqualification from award. These factors are non-negotiable and must be addressed in their entirety.

 At least three years of demonstrable industry experience for all key personnel involved in servicing any/all VA equipment specifically listed on this bid.



- Evidence of performing work of a similar scope to that described in this RFQ within the last calendar year for all key personnel involved in servicing any/all VA equipment.
- At least three company references, who can attest to the past performance and reliability of the
  contractor in performing work of a reasonably similar nature to that described in this scope of work.
  Telephone numbers and points of contact, as well as any relevant project or contract numbers should
  be included. Favorable responses must be received by these contacts when the Contracting Officer
  checks the submitted references. Non-responsive or uncooperative references that do not provide past
  performance information before the date of award will not count towards the mandatory three-source
  total.
- Evidence of all necessary certifications, training, and any other special skills needed to comprehensively perform the duties as listed within this solicitation.

#### Other evaluation factors:

After evaluation to determine adherence to all of the above Go/No-Go factors, the Contracting Officer will make a best value determination that is based upon the following factors, listed in decreasing order of importance (most important factors first):

- Veteran status. Based on the authority of PL 109-461, Contracting Officers are required to make all reasonable efforts to award contracts to business entities that are at least 51% Service-Disabled Veteran Owned Small Businesses (SDVOSB) or Veteran-Owned Small Businesses (VOSB). As such, any SDVOSB or VOSB (in that order of preference) submitting a quote that meets all of the Go/No-Go factors listed above AND IS JUDGED BY THE CONTRACTING OFFICER TO HAVE SUBMITTED A FAIR AND REASONABLE PRICE will be given priority in the award of this contract. Entry in the www.website.gov database by any interested company is required to be given this preference.
- Total contract price, including all quoted option years.
- Any special methods, practices, equipment, etc. that would result in increased savings and/or efficiency for the Government. Contractor shall draw attention to, and specifically describe any additional benefits or options that are incorporated in their standard maintenance agreement that are not included in the above scope of work. Examples may include remote diagnostic monitoring, discounted repair rates outside of normal working hours, extended "normal" working hours, discounted/no charge hardware and/or software upgrades, discounted additional hardware and/or software options, downtime protection guarantees, etc. Brief explanations illustrating why these options are beneficial or how they increase efficiency or productivity, or decrease downtime, should be included. In order for this factor to displace the total contract price evaluation factor, the contractor will have to provide compelling evidence that these additional measures of efficiency will provide a savings to the Government greater than the difference in price of the next lowest priced offeror.