

SECTION A. SOLICITATION/CONTRACT FORM

Page intentionally left blank

SECTION A. SOLICITATION/CONTRACT FORM	1
SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS	3
B.1. Schedule of Supplies/Services	3
B.2. Contract Type	3
SECTION C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	3
C.1. General Project Description	3
C.2. General Requirements	3
SECTION D. PACKAGING AND MARKING.....	9
SECTION E. INSPECTION AND ACCEPTANCE	9
E.1. Inspection	9
E.2. Acceptance	9
SECTION F. DELIVERIES OR PERFORMANCE	9
F.1. Delivery Date	9
F.2. Deliverables.....	9
F.3. Performance Locations.....	10
SECTION G. CONTRACT ADMINISTRATION DATA.....	10
G.1. Technical Liaison - Technical Direction.....	10
G.2. Government Invoice Address	10
SECTION H. SPECIAL CONTRACT REQUIREMENTS	11
H.1. A Data Migration Plan associated with costs and timeline for comprehensive storage of existing digital archives (includes CDs) with verification of data shall be provided by Vendor 30 days ARO.....	11
H.2. List of Cardiology Equipment Per Site	11
H.3. List of Users by Site	12
SECTION I. CONTRACT CLAUSES.....	12
A.1. FAR 52.227-19 Commercial Computer Software License. (DEC 2007)	12
I.1. 52.247-34 F.o.b. Destination. (NOV 1991)	13
I.2. Prevention of Malicious Code	13
I.3. Section 508 Applicable Standards	14
SECTION J. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....	14
SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS.....	14
SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS.....	14
L.1. Notice to Bidders.....	14
L.2. Instructions to Offerors for the Submission of Proposals.....	14
L.3. The anticipated NAICS code for this acquisition is 423450. The size standard is 500.	16
L.4. **VISN 11 PACS Schedule	16
SECTION M. EVALUATION FACTORS FOR AWARD	17
M.1. See also FAR 52.212-2 Evaluation - Commercial Items (JAN 1999), which is incorporated herein by reference.....	17
M.2. VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003).....	17
M.3. Oral Presentations.....	17

SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Schedule of Supplies/Services

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Cardiac PACS - Cardiology Information PACS System that provides open access to image interpretation and comparison, image capturing workstations, acquisition, viewing, archiving, and structured reporting regardless of where exams are performed. This shall include the software application and licenses, relevant hardware, including but not limited to VISN 11 redundant central archive medical device server, local servers, and local workstations, interfaces to medical devices, interfaces to VA's CPRS/ VistA, and interfaces to other systems. The scope of this initiative includes seven Medical Centers within VISN 11.	1	EA		
2	Data Migration	1	JOB		
3	Extended Warranty/Maintenance	1	EA		

B.2. Contract Type

Firm Fixed-Price

SECTION C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. General Project Description

Replace disparate Cardiac Catheterization and Echocardiography image management systems with a single, comprehensive VISN 11 Cardiology Information PACS System that provides open access to image interpretation and comparison, image capturing workstations, acquisition, viewing, archiving, and structured reporting regardless of where exams are performed. This shall include the software application and licenses, relevant hardware, including but not limited to VISN 11 redundant central archive medical device server, local servers, and local workstations, interfaces to medical devices, interfaces to VA's CPRS/ VistA, and interfaces to other systems.

The scope of this initiative includes seven Medical Centers within VISN 11. This project enables VISN 11 to consolidate cardiology studies and patient monitoring sources on a standard computerized format, facilitating multiple data type integration from a diverse range of cardiology modalities and systems.

C.2. General Requirements

C.2.1. Proposed solutions shall; at a minimum, meet the following requirements

- C.2.1.1. Diagnostic cardiac images shall be accessed by any clinical provider in VISN 11 when fully launched within VISN 11, facilitating patient care.
- C.2.1.2. Use of existing echocardiography image management systems will remain in use until replacement of existing echocardiography systems occurs, the contractor will implement DICOM communication between existing systems and central repository that will enable continued use of existing systems while also enabling data sharing with the central repository, with the goal to transition to a standardized platform/ solutions.
- C.2.1.3. Provide new echocardiography image management and structured reporting solutions for all VISN 11 sites.

- C.2.1.4. Replace cardiac catheterization image management system at all facilities.
- C.2.1.5. Integrate to CPRS to achieve an orders-driven workflow that ensures reliable sharing of patient and exam information between CPRS and the central cardiology system, access to images within CPRS via single sign-on and DICOM Modality Work list distribution.
- C.2.1.6. The vendor shall describe its Technical Approach in response to this Performance Work Statement (PWS) that will meet or exceed current standards (DICOM, HL7, IHE etc.) including an itemized schedule of all milestones and deliverables, for the purposes of managing the resulting installation, implementation, modalities interfaces, training, support and the deployment of the entire Cardiology Information System including current and migrated old studies.
- C.2.1.7. The vendor shall provide and implement an alternative strategy for database backup redundancy, automated failover and system recovery so that no single point of failure can cause a major breakdown to VISN 11 Cardiology Departments. The vendor shall document and meet a total system uptime of 99% monthly and individual components uptime of 95% monthly in accordance with DIN PACS III section 2.4 Uptime Calculation. Component and system downtimes will include scheduled and unscheduled outages.
- C.2.1.8. The vendor shall provide the Contracting Officer's Representative (COR) the ability to run activity reports that show the number of studies captured in any billing cycle, maintenance/service and error logs, both consolidated VISN wide and by site. The installation plan will be due to the COR within 15 calendar days of contract award.
- C.2.1.9. The vendor shall provide the required interfaces as specified in their submitted timelines and as further defined herein for a complete turnkey product and fully functional Cardiology Information System ready to operate. Turnkey Installation is defined as the procurement, site planning, site preparation, configuration, and complete modalities interface installation of Cardiology Information Systems at all VISN 11 facilities.
- C.2.1.10. Shall have FDA clearance for Picture Archiving and communication system (PACS) for the healthcare environment. All medical device system components shall comply with FDA regulations for its specific classification, Class I, MDDS (Class I), Class II or Class III.
- C.2.1.11. Fully compatible with a separate vendor neutral archive.
- C.2.1.12. Cardiac Catheterization Workflow archive and retrieval from multiple venues through a single User Portal.
- C.2.1.13. Clinical automation needs of the invasive and non-invasive departments including the Catheterization lab, Electrophysiology (EP) lab, Echo, Stress, Nuclear Medicine, and ECG departments.
- C.2.1.14. Streamline diagnostic and interventional workflow.
- C.2.1.15. Echocardiogram Reporting System with an option for sites to continue using their own echocardiogram reporting systems.
- C.2.1.16. Ability to retrieve patient test results through one interface simply by entering patient ID number, expediting comprehensive clinical assessment.
- C.2.1.17. Scalable design – A highly scalable design is required to accommodate entry level needs to include complex departmental systems involving numerous data types; system configurability should allow a more precise match to departmental workflow needs.
- C.2.1.18. Retrieval of the following:
 - ECG for display
 - Stress test
 - Pacemaker data

- Query/Retrieval of studies from PACS
- Retrieval of echocardiography and cardiac catheterization images

C.2.1.19. Management of EP lab data.

C.2.1.20. Integrated or Integration with Advanced Visualization software tools (3D).

C.2.1.21. Increase access to information from multiple locations simultaneously and securely.

C.2.1.22. Establish a more streamlined process for the Catheterization Lab's archiving and retrieval system.

C.2.1.23. Data Management Connectivity.

C.2.1.24. Migrate legacy images from all existing imaging repositories in order to build a single, common VISN 11 Cardiology Information PACS image library.

C.2.1.25. A Data Migration Plan associated with costs and timeline for comprehensive storage of existing digital archives (includes CDs) with verification of data – ability to read and migrate DICOM compatible CDs to a Vendor neutral Archive without Vendor propriety tags shall be delivered in accordance with H.1.

C.2.1.26. Nuclear Cardiology Data Retrieval.

C.2.1.27. Create, electronically sign, and finalize reports, as well as interface with CPRS/VistA.

C.2.1.28. Edit and export to Audio Video Interleave (AVI) files.

C.2.1.29. Seamless integration between VISN 11 Cardiology Information PACS System and CPRS/VistA with an unlimited number of site licenses.

C.2.1.30. Provide an enterprise license for VISN 11, providing software support for the VISN 11 Cardiology Information PACS System server, local acquisition/caching servers, and all medical device workstations throughout the following facilities within VISN 11 – to VA Medical Centers in Ann Arbor (MI), Detroit (MI), Battle Creek (MI), Saginaw (MI), Ft. Wayne (IN), Marion (IN), Danville (IL), and Indianapolis (IN). Software support includes but is not limited to all necessary licensure, 24x7 phone support for software issues as well as on site escalation if needed for system down emergencies within first 12 months of each site's installation. .

C.2.1.31. The Cardiology Information System enterprise viewer shall come with cardiac ready-made templates, and customize templates to suit cardiology provider preferences.

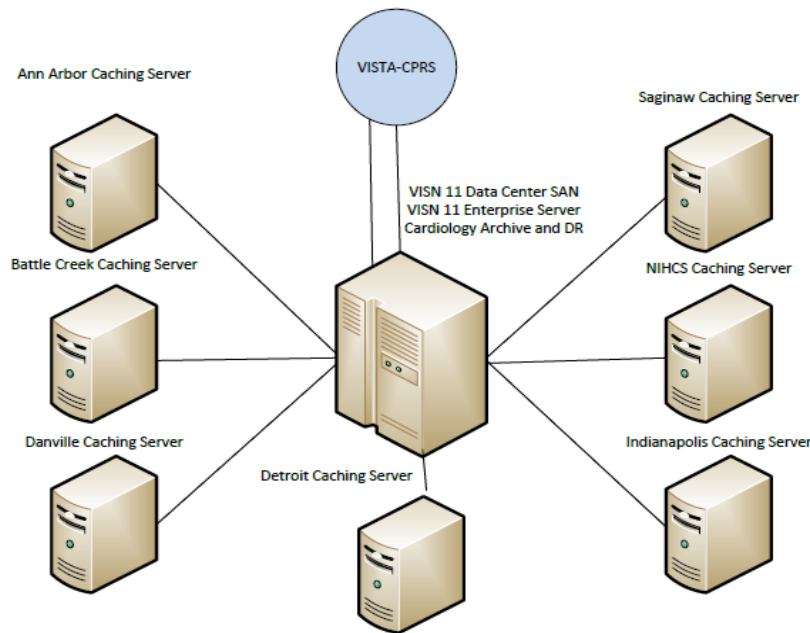
C.2.1.32. The Cardiology Information System shall be an open architecture Windows program providing compatibility for image direct capture with all name-brand echocardiograph ultrasounds and cardiac catheterization lab systems.

C.2.1.33. The system's algorithms shall be built on a single language, facilitating multiple data type integration from a diverse range of cardiology and patient monitoring sources.

C.2.1.34. Reading through a VPN connection through the hospital system.

C.2.1.35. The system will operate with LAN connection speeds within the Cardiology Reading Centers and shall guarantee diagnostic quality images to be viewed in real time without any delay for any requested exam regardless of exam age, provided the image does not need to be drawn from the central archive.

C.2.2. Imaging Management Hardware Requirements



- C.2.2.1. Each facility will require a vendor-provided local caching server at their facility for storage of Cardiac Catheterization images and Echocardiogram images with an option for sites to continue using their own echocardiogram reporting systems. A minimum of five (5) years of studies shall be stored on-line at the local facility. All images will be stored on-line, all the time in the VISN server.
- C.2.2.2. Images will then be uploaded to the vendor provided VISN Central Archive server (VA site to be determined) which will house a cardiology acquisition, archiving, storage and retrieval server.
- C.2.2.3. The Central Server archive must have enough capacity to hold at a minimum of an estimate of 20 years' worth of VISN's echocardiography and cardiac catheterization images and Clinical automation needs of the invasive and non-invasive departments including the Catheterization lab, EP lab, Echo, Stress, Nuclear Medicine, and ECG departments as well as any associated programs including a test/training account.

C.2.3. Dedicated Medical Workstation Requirements

- C.2.3.1. Dedicated medical workstation shall be bidirectional and interface with CPRS/VistA Imaging, and be able to retrieve procedure consults from VistA (work list), and then send a report to complete the consult.
- C.2.3.2. Dedicated medical workstation shall analyze images and generate a report that can be sent to CPRS/VistA.

C.2.4. Minimum Server Requirements

- C.2.4.1. Vendor shall provide appropriate server numbers at each location based upon their technical proposal.
- C.2.4.2. The server shall be a standard rack mount.
- C.2.4.3. All servers shall have a dedicated UPS.
- C.2.4.4. The server shall have Technology Adapted (FATA) drives and dual ported Solid State Drives (SSD).
- C.2.4.5. Shall provide support for Direct Attach connection to Windows, Unix and Linux servers, without the need for SAN switches, and have SAN support for integrated EVA iSCSI connectivity options with Windows and Linux, Apple Mac, OS X, Microsoft Windows, Sun Solaris, and VMware.

- C.2.4.6. The server shall have management of up to 1024 disks (256 per HBA), ranging in size from 1GB to 32TB per disk, in 1GB increments, along with Dynamic Capacity Management support to expand (in 1GB increments) and shrink LUNs up to 2TB and disk data load leveling (non-disruptive background activity).
- C.2.4.7. It shall have distributed sparing of disk capacity, redundant FC-AL loops from each controller to dual disk ports, dual redundant controller operation for increased fault tolerance, and robust local and remote replication capabilities.
- C.2.4.8. The server shall also be High availability with hot plug drives, power supplies, fans, and industry failover software, Multiple Bus Failover Support using industry popular multiple path software, and Battery-Back-Up for controller cache memory. Asynchronous Disk Swap (hot swap), Clustered Server Support, Mirrored Write-Back Cache Support, and read-Ahead and Adaptive Read Caching Support are also required.
- C.2.4.9. The server shall have online XCS software upgrade capability and online drive firmware upgrade capability.
- C.2.4.10. Other requirements include Selective Storage Presentation and SAN-based Data Zoning (through switches), and monitor and control health, end-to-end SAN performance and monitoring, storage utilization and reporting for all key SAN infrastructure including servers, storage, HBAs, switches, and applications.
- C.2.4.11. Server operating system shall be Microsoft 2008 R2 64Bit or higher.

C.2.5. Software Requirements

- C.2.5.1. Software solution shall collect DICOM echocardiography and cardiac catheterization image studies from any device manufacturer.
- C.2.5.2. Software shall be compatible and integrate with current echocardiography and cardiac catheterization image systems already functioning at each VISN 11 site.
- C.2.5.3. Integration with VistA Modality Work list- Shall query patient information directly from the CPRS/VistA system without having to handle manually inputted patient demographics. Create, electronically sign, finalize reports, as well as interface with CPRS/VistA.
- C.2.5.4. Ability to function even when the network is down – images shall be captured when the network is down, and when network comes back online, the images can simply be forwarded to the local server and to the VISN 11 central archive server.
- C.2.5.5. Ability to support satellite clinics and all facilities – software shall support multi-clinic sites. If a patient is seen at the Saginaw or any other site, then his/her images will be available at all the other VA sites through central backup server.
- C.2.5.6. Provide DICOM Modality Work list to all DICOM compliant imaging devices.
- C.2.5.7. Software is DICOM and CPRS/VistA compliant.
- C.2.5.8. In order to seamlessly integrate with CPRS/VistA, acquisition imaging software shall support DICOM query/retrieve.
- C.2.5.9. Provide image interpretation software for all cardiac catheterization exams performed in VISN 11.
- C.2.5.10. Provide image interpretation and structured reporting software for all echocardiography exams performed in VISN 11 (phased transition).

- C.2.5.11. Provide the DICOM routing and communication protocols necessary to connect the existing VISN 11 echocardiography image management systems with the central repository (supports the phased transition to a single solution without interrupting patient care).
- C.2.5.12. Provide a single VISN 11 work list that enables authorized users to access all current and historical image data from anywhere regardless of where exam is performed.
- C.2.5.13. Provide HL7 communication to CPRS/VistA for orders and results.
- C.2.5.14. Provide URL integration with CPRS/VistA for single sign-on access to images in CPRS.
- C.2.5.15. Vendor must specify and provide VA authorized virus protection software compatible with proposed system.
- C.2.5.16. All software licenses shall be perpetual. There shall not be any extra licensing costs for the life of the system.

C.2.6. Data Security

- C.2.6.1. Any and all saving to a local system is required to be encrypted and the entire system needs to be compliant with all VA IT and privacy regulations.
- C.2.6.2. All medical device components, including but not limited to: workstations and servers must be in compliance with VA MDIA (Medical Device Infrastructure Architecture) and all FDA regulations.

C.2.7. Customer Service, Support and Training

- C.2.7.1. The vendor shall provide on-site installation to implement as well as configure the cardiac PACS system. Training for the management and maintenance of the cardiac PACS software will also be provided on-site to Biomedical Engineering Staff/system administrators at each VISN 11 site.
- C.2.7.2. Due to the extent of this project it is anticipated that a minimum of 2 days of training at each site in addition to the central server sites will be required. All training, regardless of length must satisfy the requirements listed above.
- C.2.7.3. Vendor shall provide Biomedical Engineering technical training for two staff from each facility, including travel and lodging.
- C.2.7.4. Vendor shall provide Information Technology technical training for two staff from each facility, including travel and lodging. The vendor shall provide support materials for the training as described above.
- C.2.7.5. The vendor shall provide ongoing Cardiology Information System Training and support to existing and new staff.
- C.2.7.6. All trained personal shall be provided a complete copy of their training material.
- C.2.7.7. A post installation follow-up visit shall be included by the vendor in order to ensure that the operation of the Cardiology Information PACS System is optimized by all users (Cardiology, Biomedical Engineering/system administrators).
- C.2.7.8. Vendor shall provide technical support as well as e-mail support during clinic operation hours and off-hours for service if necessary. VPN access could be made available to the vendor with appropriate security measures.

- C.2.7.9. A minimum of 1 printed set and 1 digital set of user and service manuals (as per VAAR regulation AS7004 Service Data Manual (SEPT 2007) covering the system administration, network architecture, data flow diagram, operation, installation, interface/integration, configuration to each site medical equipment modalities/systems, existing networked medical devices and maintenance of all system components explaining the operational concept of the system as a whole, shall be provided.
- C.2.7.10. Maintenance during warranty and extended warranty period shall be in accordance with DIN PACS III Appendix 6 Specifications
- C.2.7.11. Future Updates- Vendor will provide software updates and patches to keep Cardiology Information PACS System current, at no additional cost to the government during warranty period (12 months standard, vendor may provide option for extended warranty period). Software updates include upgrades to software during the warranty period that it is out (i.e.- all approved updates to be pushed to sites in conjunction with COR). Patching (Operating System and Anti-Virus) shall also be coordinated with the COR and site leads on a quarterly basis throughout the warranty period at each site.
- C.2.7.12. As new technology emerges that is compatible with DICOM, the selected system shall be able to accommodate new technology.
- C.2.7.13. Hardware Lifecycle Management: Vendor shall provide a hardware end of life replacement plan.

SECTION D. PACKAGING AND MARKING

[Reserved]

SECTION E. INSPECTION AND ACCEPTANCE

E.1. Inspection

- E.1.1. In the event the equipment is not placed in Substantial Clinical Use for thirty (30) days, or is so placed and inspected and significant deficiencies are found, within twenty one (21) calendar days after receipt of the notice of readiness for inspection, the Government shall:
- Accept the equipment; or
 - Accept the equipment and request that identified defects be remedied under the contract's warranty provisions; or
 - Request the vendor propose an equitable offset in lieu of correcting defects or rejection; or
 - Reject and request removal of the equipment.

E.2. Acceptance

- E.2.1. Acceptance procedures shall be in accordance with DIN-PACS III Specifications.

SECTION F. DELIVERIES OR PERFORMANCE

F.1. Delivery Date

- F.1.1. Delivery shall be within 60 days and installation will be completed within 120 days after Receipt of Order (ARO) and sooner if practicable because of the critical need within VISN 11.

F.2. Deliverables

All hardware, software, and services required for the successful implementation of VISN 11 PACS in accordance with the Statement of Work.

F.3. Performance Locations

VA Ann Arbor Health Care System 2215 Fuller Road Ann Arbor, MI 48105-2303	VA Battle Creek Medical Center 5500 Armstrong Road Battle Creek, MI 49037-7314
VA Illiana Health Care System 1900 East Main Street Danville, IL 61832-5100	John D. Dingell VA Medical Center 4646 John R Street Detroit, MI 48201-1916
Richard L Roudebush VA Medical Center 1481 West 10 th Street Indianapolis, IN 46202-2803	Northern Indiana Health Care System 1700 East 38 th Street Marion, IN 46953-4568
Northern Indiana Health Care System VA Medical Center 2121 Lake Avenue Fort Wayne, IN 46805-5100	Aleda E Lutz VA Medical Center 1500 Weiss Street Saginaw, MI 48602-5251

SECTION G. CONTRACT ADMINISTRATION DATA

G.1. Technical Liaison - Technical Direction

(a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

(b) The TL is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

(c) The contractor shall immediately notify the Contracting Officer in writing if the TL has taken an action (or fails to take action) or issues direction (written or oral) that the contractor considers to exceed the above limitations.

(d) The Technical Liaison assigned for this contract is:

Name: Jennifer DeFrancesco
Telephone Number: (317) 988-2450

Department of Veteran Affairs
1481 W 10th St
Indianapolis, IN 46202

(e) Only the Contracting Officer may designate a different Technical Liaison.

G.2. 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.

Department of Veterans Affairs

CHIEF, FISCAL DIVISION (901A)
HINES SERVICE AND DISTRIBUTION CENTER
PO BOX 7005
HINES IL 60141-7005

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1. A Data Migration Plan associated with costs and timeline for comprehensive storage of existing digital archives (includes CDs) with verification of data shall be provided by Vendor 30 days ARO.

H.2. List of Cardiology Equipment Per Site

Site	Equipment Type	Quantity	Manufacturer	Device Name/Model
VA Ann Arbor	Ultrasound	5	Philips	IE33
	Ultrasound	2	Philips	CX50
	Ultrasound	1	Siemens	Acuson Sequoia
	Cardiac Cath	1	Siemens	Artis Zee Single Plane
	Cardiac Cath	1	Siemens	Axiom Artis Bi Plane
	EP Lab	1	GE	Innova 2100 IQ Single Plane
	GE MAC Labs	1	GE	MAC LABS
	Cardio Labs	2	GE	Cardio Labs
	Echo Image Mgmt. Sys	1	ProSolv	ProSolv
VA Detroit	Ultrasound	3	Philips	IE33
	Cardiac Cath	1	Siemens	Axiom Artis dFC
	Echo Image Mgmt. Sys	1	ProSolv	ProSolv
	GE MAC Labs	1	GE	Mac Labs
VA Saginaw	Ultrasound	2	Philips	IE33
	Echo Image Mgmt. Sys	1	ProSolv	ProSolv
VA Battle Creek	Ultrasound	1	Philips	IE33
	Echo Image Mgmt. Sys	1	ProSolv	ProSolv
VA Indianapolis	Ultrasound	4	Philips	IE33
	Cardiac Cath	1	Philips	Allura XPER FD20
	EP lab	1	Philips	Allura XPER FD10/10
	GE MAC Labs	1	GE	Mac Labs
	Echo Image Mgmt. Sys	1	ProSolv	ProSolv
VA Danville	Ultrasound	1	Philips	IE33
	Ultrasound	1	Siemens	Acuson Sequoia
	Ultrasound	1	Philips	i33
	Cardiac Cath	1	Siemens	Cath Cor
	Echo Image Mgmt. Sys	1	ProSolv	Prosolv
VA Ft. Wayne	Ultrasound	2	Philips	IE33
	Echo Image Mgmt. Sys	1	ProSolv	ProSolv

H.3. List of Users by Site

Site	Physicians	Technicians	Concurrently working
Ann Arbor	12	11	10
Detroit	3	5	5
Saginaw	1	1	2
Battle Creek	0	2	2
Indianapolis	8	11	4
Danville	3	4	3
Ft Wayne	3	2	5

SECTION I. CONTRACT CLAUSES

A.1. FAR 52.227-19 Commercial Computer Software License. (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be--

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. -----.

(End of clause)

I.1. 52.247-34 F.o.b. Destination. (NOV 1991)

(a) The term f.o.b. destination, as used in this clause, means -

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or constructive placement as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including piggyback) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for heavy or bulky freight. When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall -

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

I.2. Prevention of Malicious Code

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on VA owned computers or contractor-owned computers connected to VA computer systems or networks. Contractors using diagnostics software disks or connecting to a non-VA computer while performing repairs or upgrades to a VA computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

I.3. Section 508 Applicable Standards

The resources acquired in this investment must meet all applicable standards established by the Access Board in 36 CFR Part 1194, including technical, functional performance, information, documentation, and support standards. The products, services, information and data that are provided to the Government or the public as a result of this acquisition shall afford individuals with disabilities access comparable to that afforded to individuals without disabilities.

Standards applicable to this acquisition include:

- ☒ Software Applications and Operating Systems 1194.21
- ☐ Web-based Intranet and Internet Information and Applications 1194.22
- ☐ Telecommunications Products 1194.23
- ☐ Video or Multimedia Products 1194.24
- ☐ Self-Contained, Closed Products 1194.25
- ☐ Desktop and Portable Computers 1194.26
- ☐ Functional performance criteria 1194.31
- ☐ Information, Documentation, and Support 1194.41

The full text of the above referenced standards can be found at: http://www.section508.gov/final_text.html.

SECTION J. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

[Reserved]

SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

[Reserved]

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1. Notice to Bidders

- L.1.1. This Request For Quotation (RFQ) is only open to companies that have a current contract for the products listed herein with Defense Logistics Agency, Troop Support (DLA-TS, formerly DSCP) DIN-PACS III, under which the VA National Acquisition Center has been given ordering authority.
- L.1.2. Those vendors who are **not** on the DIN-PACS III contract on the day offers are due will have their responses rejected and returned without consideration per the instructions given.
- L.1.3. The items offered in vendors' responses to this RFQ shall be on their current contract by the Vendor quote submission due date or will not be considered.
- L.1.4. Each offeror must be on the approved HL7 list at the time of the offer due date. Please use the following link for additional information: <https://www.va.gov/IMAGING/HL7.asp>. The VA will reject any proposals that are not HL7 approved at the time of the offer due date.

L.2. Instructions to Offerors for the Submission of Proposals

- L.2.1. Quotes shall be submitted on CD/DVD to the Contracting Officer, Bryan O'Shaughnessy (Bryan.O'Shaughnessy@va.gov).
- L.2.1.1. Questions must be submitted to Bryan.O'Shaughnessy@va.gov, (708) 786-4924. Questions must be submitted by 12:30pm CST Friday, May 1st, 2015. Questions submitted later than this may not be answered.

L.2.1.2. Instructions for the submission of proposals

L.2.1.2.1. PAPER COPIES ARE NOT ACCEPTABLE.

L.2.1.2.2. Acceptable software formats are Microsoft Word, Microsoft Excel, and Adobe (.PDF).

L.2.1.2.3. **Quotations shall not exceed 50 pages. Note, pricing data is not included in the quotation page limitation.**

L.2.1.2.4. The vendor shall provide one CD/DVD of their quotes; all documents shall be UNLOCKED, UNPROTECTED and SEARCHABLE for editing to facilitate preparation of orders for award.

L.2.1.2.5. Responses are due to the NAC, HTME Division no later than:
12:30 pm CDT on May 22, 2015

L.2.1.2.6. For postal deliveries, the address is:

VA/National Acquisition Center
Attn: HTME Division –VISN 11 PACS (003A4C2)
P.O. Box 76
Hines, IL 60141

L.2.1.2.7. For overnight deliveries, please use the following address:

VA/National Acquisition Center
Attn: HTME Division – VISN 11 PACS (003A4C2)
1st Avenue one block north of 22nd Street, Bldg 37
Hines, IL 60141

L.2.1.2.8. Email and fax responses will not be accepted.

L.2.1.2.9. Responses not received by the due date and time may be determined non-responsive.

L.2.1.2.10. Submit separate price and technical proposals for evaluation.

L.2.1.2.11. Technical Approach/Capability

Each Offeror shall provide a plan and methodology to perform the work as well as a list of the personnel expected to perform this contract and the qualifications and certifications of each for evaluation not to exceed 200 pages (see 52.212-2 in Section M).

L.2.1.2.12. Past Performance

Each offeror shall provide a minimum of three (3) but not more than 10, references for same or similar work performed within the last three years for evaluation (see 52.212-2 in Section M). Federal Government contacts will be rated higher. Offerors shall submit the list with their quotes/proposals. Include the following information for each reference:

L.2.1.2.12.1. Contracting agency/Business Name

L.2.1.2.12.2. Contract Number

L.2.1.2.12.3. Brief description of contract effort (service)(i.e. type of facility, size of facility, tasks performed and trades used)

L.2.1.2.12.4. Total Contract Value

L.2.1.2.12.5. Period of Performance and indicate whether the contracts completed within the required performance time

L.2.1.2.12.6. Client's Name, Address, Telephone number, and point of contact.

L.2.1.3. Other information to submit with proposals

L.2.1.3.1.1.1. Tax Identification Number

L.2.1.3.1.1.2. DUNS Number

L.2.1.3.1.1.3. GSA Number (if applicable)

L.2.1.3.1.1.4. Warranty information (if applicable)

L.2.1.3.1.1.5. Business status (large, small, woman-owned, minority-owned, disadvantaged)

L.3. The anticipated NAICS code for this acquisition is 423450. The size standard is 500.

L.4. **VISN 11 PACS Schedule

Dates	Milestone
N/A	Pre-Solicitation Notice
4/24/15	Post requirements (RFQ) to FBO
5/01/15	Deadline for Vendors to submit questions to NAC
5/08/15	Deadline for NAC to respond to Vendor Questions
6/05/15	Deadline for Vendor to submit quotes to NAC
6/12/15	Deadline for Customers to receive vendor quotes via the shared drive
6/26/15	Deadline for Customer to submit Best Value Selections
6/26/15	Deadline for NAC to complete review of Selection Justifications
7/01/15	Goal to award all Delivery Orders

**** All dates are estimated and subject to change at the convenience of the Government.**

SECTION M. EVALUATION FACTORS FOR AWARD

M.1. See also FAR 52.212-2 Evaluation - Commercial Items (JAN 1999), which is incorporated herein by reference

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

1. Clinical Performance/User Considerations:
The above criterion refers to the technical capabilities of proposed solution.
2. Past Performance
3. Delivery
4. Price

Clinical Performance/User Considerations, Past Performance and Delivery, when combined, are significantly more important than Price. The award will be made to the offeror whose proposal represents the best overall value to the Government.

(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)

M.2. VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the Contracting Officer to be necessary.

M.3. Oral Presentations

Oral presentations will be used to evaluate and select vendors on this solicitation. After receipt of offers and upon notification by the NAC Contracting Officer, Technical proposals will be presented to Department of Veterans Affairs in person by means of an oral presentation to the Source Selection Evaluation Board (SSEB). The Contracting Officer will provide Offerors a schedule after the RFQ response due date. It is anticipated that presentations will take place via teleconference.

The purpose of oral presentations and any question and answer session, as necessary, is to ascertain the Offeror's understanding of the work that the Government will require under the prospective contract. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.306, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised final proposal revisions. Statements made by the Offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from this solicitation, unless the Department of Veterans Affairs and the Offeror agree to make it a part of the offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain supplemental oral presentations or revisions to the answers given during the question and answer session.

As part of its oral presentation, the Offeror shall provide the following information by the solicitation closing date and time as part of their quotation:

- (1) A list of names and position titles of presenters. The number of presenters shall be limited to no more than four personnel.
- (2) All presentation data to include PowerPoints, Data Sheets (not to exceed 20 pages), and media.

Offerors that fail to submit the information required by (1) and (2) above, by the solicitation closing date and time will be precluded from having personnel participate in the presentation, written information received after the solicitation closing date and time shall be rejected, and offerors will not be allowed to use any presentation media. Other information not required by (2) above, but submitted by the offeror with its proposal will not be considered and shall be rejected.

Submission of videotapes or other forms of media containing the presentation for evaluation, in lieu of oral presentations is not authorized and will not be considered. The specific technical evaluation criteria which must be addressed in the oral presentation are set forth in Paragraph 2, "Oral Presentation Content", below.