

**DEPARTMENT OF VETERANS AFFAIRS**

**Justification and Approval**

**For**

**Exception to Fair Opportunity Memo**

**Acquisition Plan Action ID:** VA528-16-AP-2700

- 1. Contracting Activity:** Department of Veterans Affairs, VISN 02, Stratton Albany VA Medical Center, 113 Holland Avenue, Albany, New York 12208-3410.  
Purchase request number: 528-17-1-8803-0029.
- 2. Description of Action:** This is a request for approval of a task order under VA NAC contract V797P-6011B for full service maintenance coverage on the Philips Healthcare imaging equipment currently in use at the Albany VA Medical Center. This procurement will be conducted in accordance with FAR Part 16. The purpose of the service agreement is to reduce service costs and improve equipment turn-around time and reliability. This will be a firm-fixed price task order contract from contract #V797P-6011B with National Acquisition Center Delegation of Authority #V327 at a cost of \$481,047.96 annually for a total contract value of \$2,405,239.80. The anticipated period of performance is October 1, 2016 to September 30, 2017 with four option years.
- 3. Description of Supplies or Services:** The Albany VA Medical Center requires a service maintenance plan for the Philips Healthcare imaging equipment currently in use to include replacement parts coverage, remote service support, telephone support, operating system software and hardware reliability reports, as well as, continuing education and support service. The contractor will be responsible for full maintenance coverage by providing all replacement parts, labor, travel expenses, tools, test equipment and other incidentals necessary to maintain or restore the listed equipment to operating specifications according to the manufacturer's recommendations throughout the term of the contract.

Covered equipment includes the following:

VA ID #	Equipment Description	Serial Number
147048	Allura XPer FD10 Single Plane C/V X-Ray System	97
164419	Brilliance CT Big Bore Oncology Application	7236
126037	Intera 1.5T MR	86080
220145	Extended MR Workspace	CZC31129V1
121256	Integris V5000 Angiography C-Arm	4073200000947
185293	iE33 Diagnostic Echocardiograph	034VWX
185315	iE33 Diagnostic Echocardiograph	034VYF
245993	Allura Xper FD20 Single Plane VIR System	493

The purpose of the service agreement is to reduce service costs and improve equipment turn-around time and reliability. This will be a firm-fixed price task order contract from contract #V797P-6011B with National Acquisition Center Delegation of Authority #V327 at a cost of \$481,047.96

annually for a total contract value of \$2,405,239.80. The anticipated period of performance is October 1, 2016 to September 30, 2017 with four option years.

4. **Statutory Authority:** The statutory authority permitting an exception to fair opportunity is Section 41 U.S.C. 4106(c) as implemented by the Federal Acquisition Regulation (FAR) Subpart 16.505 Subpart 16.505(b) (2) (i):

( ) FAR Subpart 16.505(b) (2) (i) **(A)**: The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(X) FAR Subpart 16.505(b) (2) (i) **(B)**: Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

( ) FAR Subpart 16.505(b)(2)(i)**(C)**: The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

( ) FAR Subpart 16.505(b) (2) (i) **(D)**: It is necessary to place an order to satisfy a minimum guarantee.

( ) FAR Subpart 16.505(b) (2) (i) **(E)**: For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source". The statutory authority permitting an exception to fair opportunity for this action is 38 U.S.C. 8127(c), known as the Veterans First Contracting Program which provides the authority to directly contract with a Service-Disabled Veteran-Owned Small Business (SDVOSB) or a Veteran-Owned Small Business (VOSB).

( ) FAR Subpart 16.505(b) (2 ) (i) **( F)** In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

5. **Rationale Supporting Use of Authority Cited Above:** Philips Healthcare, a Division of PENAC is the only company that can provide all the necessary OEM parts and perform all the necessary repairs for the Philips Healthcare HTME medical equipment described above due to patents and copyrights on the equipment. This prevents other possible contractors from accessing the diagnostic software, possessing necessary tooling and providing OEM parts to the Government. To ensure that services performed on the equipment meets OEM requirements as per Title 21 Part 820, Subpart N, Section 820.200, "Servicing in order to mitigate any liability as a result of equipment failure due to improper servicing of modification of equipment." These maintenance services are considered "highly specialized" and thus there is only one responsible source.

6. **Efforts to Obtain Competition:** Past procurement history indicates that this procurement was sole sourced to the joint DSCP/VA contract V797P-6011B due to patents and copyrights precluding other contractors from being able to meet all of the service requirements. A search of GSA elibrary for Philips in Schedule 65 II A resulted in nineteen companies being identified. A search of their FSS schedules indicated that none of these companies have line items in their contracts for the repair and servicing of Philips medical equipment. A further search in VA MedSurg Catalog for Philips service maintenance plan failed to identify any line items that would satisfy the needs of the agency. A VetBiz search under NAICS code 811219 with keyword Philips produced zero matches. A Sources Sought was posted to FedBizOpps from July 5, 2016 to July 15, 2016 seeking information from contractors who could potentially provide the required maintenance service. No responses were received from any source.

7. **Actions to Increase Competition:** In situations involving complex medical equipment, it is difficult to remove barriers to competition because the OEM is the only qualified company capable to provide the repair and maintenance of its own specialized medical equipment. This is especially true where proprietary software, specific diagnostics tools, and specialized electronics are used to maintain the HTME equipment in accordance with OEM specifications. Unless the manufacturer chooses to license its software and authorize local service providers to maintain the Philips equipment, the only alternative would be to replace the existing Philips Healthcare equipment with a more generic brand. At this time, Albany VAMC is satisfied with the quality and operation of the installed equipment, its maintenance and repair. Albany VAMC currently does not have the sufficient budget to replace the Philips equipment. Considerations for new equipment will be made when the existing equipment reaches the end of its life cycle span.

8. **Market Research:** Due to the proprietary nature, Philips Healthcare is the only company than can access its systems remotely and offer certified parts that meet the original equipment manufacturer's specifications. Philips Healthcare technicians are the only OEM trained and certified personnel authorized to perform work on this HTME (High Tech Medical Equipment). However, GSA Advantage/e-buy, VetBiz, Google and the VA NAC MedSurg Catalog were used to determine if there were any other sources of providing service maintenance agreements on the Philips equipment. Additionally, a Notice of Intent to Sole Source was posted to FBO (FedBizOpps) from July 5, 2016 to July 15, 2016 seeking information from contractors who may be capable of providing the required maintenance service. No responses were received from any source. It has been determined that Philips Healthcare is the only company capable of providing these services on this highly specialized equipment to the agency.

9. **Other Facts:** This contract is in support of the VA-DoD Direct Sharing Agreement with the DSCP in consolidation with four of the DoD's HTME contracts, namely SPM2D1-09-D-8321. The use of these consolidated HTME contracts after first considering mandatory sources is strongly encouraged by the NAC.

**10. Technical and Requirements Certification:** I certify that the supporting data under my cognizance, which are included in this justification, are accurate and complete to the best of my knowledge and belief.

David J Drexler  
148364

Digitally signed by David J Drexler 148364  
DN: dc=gov, dc=va, o=internal, ou=people,  
0.9.2342.19200300.100.1.1=david.drexler@  
va.gov, cn=David J Drexler 148364  
Date: 2016.07.19 14:11:54 -04'00'

David Drexler  
Biomed Engineer  
Stratton Albany VA Medical Center

\_\_\_\_\_  
Date

**11. Determination that Anticipated Cost is Fair and Reasonable:** A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable:

The anticipated cost to the government is considered fair and reasonable based upon adequate competition on the VA NAC contract requirements and negotiation of prices prior to contract award. The pricing for this annual service requirement direct from the manufacturer, Philips Healthcare, is identical to the pricing available under Philips' VA NAC contract. The Contracting Officer sought additional discounts from Philips on July 7, 2016. Philips indicated that no further discounts were available. Additionally, the acceptable inflation factor for these services in the commercial marketplace is 10% annually. This alone represents an estimated cost savings of \$240,523.98. Substantial administrative cost savings are also realized by establishing a five year contract period. This significantly reduces the time for both Contracting personnel and Biomed personnel in annual procurement costs, achieving necessary approvals and establishing a new contract on a yearly basis.

The proposed pricing for this task order has been compared to the price of the previous procurement as follows:

- a. V797P-6011B/VA528-15F-1063, Philips Healthcare, Oct. 1, 2015, PO#528-C63000, \$393,476.04.

**Note:** This year's price is \$481,047.96 and the increase is a result of one (1) Philips Allura Xper FD20 X-ray machine being added to the service contract effective July 14, 2016. This additional equipment is a monthly cost of \$7,803.33 or \$93,639.96 annually.

**12. Contracting Officer's Certification (required):** I certify that the foregoing justification is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Richard Williams  
Contracting Officer  
NCO 2 Syracuse VA Medical Center

\_\_\_\_\_  
Date

13. Approvals in accordance with the [VHAPM, Volume 6, Chapter VI: OFOC SOP](#).

- a. **Director of Contracting /Designee (Required over \$150K but not exceeding \$700K):** I certify the justification meets requirements for other than full and open competition.

\_\_\_\_\_  
Cherie Widger-Kresge  
NCO 2 Director of Contracting

\_\_\_\_\_  
Date

- b. **VHA HCA Review and Approval:** I have reviewed the foregoing justification and find it to be complete and accurate to the best of my knowledge and belief and recommend approval (if over \$13.5 million) or approve (\$700K to 13.5 million) for other than full and open competition.

\_\_\_\_\_  
Joseph P. Maletta  
VHA Head of Contracting Activity (HCA)  
Director, SAO East

\_\_\_\_\_  
Date

## Market Research Report

**Date:** June 22, 2016

**Requisition Number:** 528-17-1-8803-0029

**Solicitation/ACQ Plan:** VA528-16-AP-2700

**Description of requirement:** Provide a full service firm fixed-price contract for preventative maintenance (PM)/service and on-call emergency support for several Philips Medical Imaging Systems for Stratton Albany VA Medical Center, 113 Holland Avenue, Albany, NY 12208.

**Period of Performance:** October 1, 2016 to September 30, 2017, with four option years to expire on Sept. 30, 2021.

**Estimated Value: Base Year:** \$481,047.96; total estimated contract value is \$2,405,239.80.

**PSC/FSC:** J065

**NAICS Code:** 811219

1. **OBJECTIVE:** The objective of this procurement is to identify a vendor to provide a full service preventative maintenance agreement, parts, labor and emergency on-call support for various Philips Medical Imaging equipment located at the Albany VA Medical Center through a firm fixed-price contract. The period of performance will be from October 1, 2016 to September 30, 2021.

### 2. MARKET RESEARCH SOURCES for:

☐ **SERVICES:** Past procurement history and GSA eLibrary, VA Medsurg catalog, VetBiz search, FBO search and Google search.

3. **BACKGROUND:** The Stratton VA Medical Center requires a service maintenance plan for its Philips Healthcare imaging equipment currently in use including parts coverage, remote service support, telephone support, operating system software and hardware reliability reports, software upgrades and updates with implementation and clinical education for every software upgrade and every update on the revision(s) current at the time of award, as well as, continuing education and support service.

### 4. MARKET RESEARCH FINDINGS:

#### a. "Mandatory" Medical FSC 65, 66 " Source per VAAR 808.002:

(1) **National Committed Use Contracts:**

**X- A search on NAC Contract Catalog:** (<http://www1.va.gov/nac/index.cfm>);

***A search on Prime Vendor Database:*** (<http://www.va.gov/oal/business/nc/mspv.asp>).

A review of national contracts and prime vendors showed that full service maintenance plans are only available from a VA NAC Contract source, V797P-6011B, Philips Healthcare. This is an extended warranty service contract for X-ray and imaging equipment that was procured under a mandatory Schedule 65 NAC/FSS contract.

**(2) VA Federal Supply Schedule (FSS) Groups 65 and 66 for health care supplies:**

**(a) Nationally awarded Blanket Purchase Agreements (BPAs) issued against FSS Contracts by the NAC:** N/a

**(b) Multi-VISN, VISN, or locally awarded BPAs against FSS Contracts:**

**(c) Other FSS Group 65, or 66 Contracts:** N/a

**b. "Mandatory" Non-Medical Source per FAR 8.002 in Hierarchical Order:**

**Services:**

**Services from Ability One:** : A review of services which are on the Procurement list maintained by the Committee for purchasing from people who are blind or severely disabled (see Subpart 8.7); revealed that Ability One is not able to provide the requirement at this time.

**(1)**

**c. Other Special Case "Mandatory" Sources:**

**(1) Public utility services (FAR 41):** N/a

**(2) Printing and related supplies (FAR 8.8):** N/a

**(3) Leased motor vehicles (FAR 8.11):** N/a

**d. Encouraged Sources per FAR 8.004 and VAAR 8.004:**

**Services:**

**(1) Federal Prison Industries (UNICOR) – See VAAR 808.6:** A survey of UNICOR's website revealed that a maintenance agreement for Philips imaging equipment cannot be acquired through this source.

**(2) As well as the sources listed in VAAR 8.004(a)(1):** None.

**e. Contracting Officer's Order of Commercial Sources Priority - per FAR 8.004(b) and VAAR 819.7004:**

**(1) SDVOSB and VOSB Sources via VetBiz VAAR Subpart 819.7004, 819.7005, 819.7006:** A search of Vetbiz.gov was conducted and revealed that there are no SDVOSB or VOSB sources capable of providing this service to the agency.

**(2) SMALL BUSINESS Sources via Small Business Administration's (SBA) Dynamic Small Business website:** A search was conducted on Small Business Administration's (SBA) Dynamic Small Business website, [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm), and this revealed no sources capable of providing this service plan.

**VAAR 819.7004(c):**

- a. **Section 8(a), or:** None.
- b. **Women Owned Business (WOB)/Small Disadvantaged Business (SDB)/HUBZone:** None.
- c. **Other Small Businesses:** None.

- (3) **FULL and OPEN COMPETITIVE - Large and Small Businesses Sources:** With a VA NAC contractor capable of providing this service, it is determined that this requirement can only be met by Philips Healthcare, a large business.

**5. CUSTOMARY COMMERCIAL TERMS AND CONDITIONS:**

**FAR 10.002 Information specific to the item being acquired, including but not limited to:**

- a. **Whether the Government's needs can be met by –**

  X   **(1) Items of a type customarily available in the commercial marketplace:**

       **(2) Items of a type customarily available in the commercial marketplace with modifications:**

       **(3) Items used exclusively for governmental purposes:**

- b. **Customary practices regarding customizing, modifying or tailoring of items to meet customer needs and associated costs:**

There is no modification required for these services.

- c. **Customary practices, including warranty, buyer financing, discounts, contract type considering the nature and risk associated with the requirement, etc., under which commercial sales of the products are made:**

These are standard practices with no warranty and typical risk to the contractor.

- d. **The requirements of any laws and regulations unique to the item being acquired:**

The requirement does not have any unique laws or regulations that would not apply to the general public.

- e. **The availability of items that contain recovered materials and items that are energy efficient:**

No recovered materials are used.

- f. **Size and status of potential sources (see Part 19):**

Large business, Philips Healthcare, 22100 Bothell Everett Highway, Bothell, WA 98021-8431.

- 6. MARKET PRICE:** \$481,047.96 for twelve months, \$40,087.33 per month.

- 7. ACQUISITION HISTORY:** These services have been previously awarded as follows:



- a. PO#528-C63000 for \$393,476.04, (\$32,789.67 per month) from Oct. 1, 2015 to Sept. 30, 2016, Philips Healthcare, Bothell, WA. Additional equipment (Allura Xper FD20) will be added to this contract on July 14, 2016 at \$7,803.33 monthly.
- b. PO#528-C53101 for \$101,989.98, (\$33,996.66 per month) from Oct. 1, 2014 to Dec.31, 2014, Philips Healthcare, Bothell, WA.
- c. PO#528-C53170 for \$305,969.94, (\$33,996.66 per month) from January 1, 2015 to September 30, 2015, Philips Healthcare, Bothell, WA.
- d. PO#528-C43109 for \$376,640.00, (\$31,386.67 per month) from Oct. 1, 2013 to Sept. 30, 2014, Philips Healthcare, Bothell, WA.

**8. OTHER PERTINENT INFORMATION:** This service agreement is on VA NAC contract V797P-6011B and Philips Healthcare is the only authorized company able to perform maintenance on its imaging equipment. Philips Healthcare has the technical expertise to provide maintenance service as it's the only company with access to manuals and design specs of its imaging equipment.

**9. RECOMMENDATION:** Based on my market research, the Contracting Officer recommends award of a firm, fixed price task order contract from VA NAC contract V797P-6011B as Philips Healthcare (Large business) is the only contractor capable of providing these services to the agency.

**Prepared by:**

**Name:** Richard Williams

**Date:** June 22, 2016

**Scope of Work**  
**PM Service Philips Imaging Equipment**  
**Stratton Albany VA Medical Center**  
**113 Holland Avenue**  
**Albany NY 12208-3410**

**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 preventative maintenance (PM)/service and on-call emergency support for several Philips Medical Imaging Systems. This includes:

- Allura Xper FD10 Single Plane C/V Imaging System. This coverage shall include full support for all components and software, including the Toshiba UPS, X-ray Tube, and Flat Detector (FD10).
- Brilliance CT Big Bore Oncology Application System. This coverage shall include full support for all components, software, and tube coverage less than 70,000ss. Pricing for tube coverage greater than 70,000ss shall be provided as a separate option, to be exercised if required.
- Bucky Diagnost TH CR X-Ray System. This coverage shall include all components and software, including the X-Ray tube.
- Integris V5000 Angiography C-Arm System. This coverage shall include all components and software, including the X-Ray Tube and Image Intensifier.
- Intera 1.5T Power MR System. This coverage shall include all components and software, including the Extended MR Workspace, comprehensive magnet maintenance, and the Toshiba UPS and batteries. Coverage hours shall be from 8am-9pm.
- Two (2) iE33 Diagnostic Echocardiographs. This coverage shall include all components, transducers (probes), and software. System TEE probes are specifically excluded from this contract.
- Allura Xpr FD20 Single Plane Vascular Imaging Radiography (VIR) System. This coverage shall include full support for all components and software, including the the Toshiba UPS, X-ray Tube, and Flat Detector (FD20), and Flex Vision Monitor.

**II – Period of Performance**

The base period of performance for this contract shall begin on October 1, 2016, unless otherwise specified, and shall expire on September 30, 2017. This solicitation includes the provision of quotations for this base year, and four (4) renewal option years beginning October 1, 2017 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
147048	Allura XPer FD10 Single Plane C/V X-Ray System	97	800 core
164419	Brilliance CT Big Bore Oncology Application	7236	Bldg 26, room 113
126037	Intera 1.5T MR	86080	A212
220145	Extended MR Workspace	CZC31129V1	A212
121256	Integris V5000 Angiography C-Arm	4073200000947	C266a
185293	iE33 Diagnostic Echocardiograph	034VWX	A814
185315	iE33 Diagnostic Echocardiograph	034VYF	A814
245993	Allura Xper FD20 Single Plane VIR System	493	293 Core

### IV – Detailed Scope of Work

#### Common Requirements:

1. 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 EST, unless otherwise specified, Monday through Friday. Holidays observed by the VAMC are:

New Year's Day  
Memorial Day  
Columbus Day  
Christmas Day

Martin Luther King Day  
Independence Day  
Veterans Day

President's Day  
Labor Day  
Thanksgiving 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 [David.Drexler@va.gov](mailto:David.Drexler@va.gov). **Failure to provide signed service tickets will result in non-payment.**

4. Scheduled preventive maintenance will include, but not be limited to, electrical safety testing, lubrication, 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. All parts supplied shall be compatible with existing equipment. The contract shall include all repair parts. Contractor shall have access to unique and/or high mortality manufacturer's replacement parts (or equal thereto). The contractor shall use only new or remanufactured parts, approved by the OEM, and shall not install used parts.
6. Scheduled preventive maintenance service will be provided at the frequencies required by the manufacturer per year in accordance with the contract. Such service will be provided at equal intervals during the term of the contract. Unless a particular time is specified in the contract, the Contractor shall notify the COR within thirty (30) days of acceptance of the contract of the times 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.
7. 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.**
8. 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.
9. 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.
10. Contractor shall respond to all repair requests within the specified time frame. Response by the Contractor is defined as, unless otherwise specified:
  - a) Telephone troubleshooting/repair services within sixty (60) minutes of the initial contact (except for equipment covered under an Essentials EOL agreement); and/or
  - b) An on-site visit by a qualified repairperson as specified by the agreement for each system; and/or
11. 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.

12. Contractor shall provide a toll-free clinical support line during normal operating hours. Services provided shall include support for both hardware and software issues except equipment/systems covered by the Essentials EOL agreement.
13. Contractor shall provide all manufacturer approved Operating System Software Updates and Hardware Reliability Updates at no additional charge.
14. 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.
15. Contractor shall comply with all applicable HIPAA regulations and requirements necessary to protect the privacy, integrity & reliability of electronic Protected Health Information (ePHI) per the 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 cannot be sanitized to VA standards shall be destroyed on-site by the VA
16. 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.

#### **Device Specific Requirements:**

##### **Allura Xper FD10 Single Plane C/V Imaging System – IS Primary RightFit**

1. Priority scheduling for service calls and access to spare parts inventory.
2. Priority Remote Service response (requires connection to Philips Remote Services network).
3. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
4. One hour initial response with four hour on-site response.
5. All spare parts that fail during normal use. (Excluding consumables).
6. Parts Delivery: by 10:30AM Next Day.
7. Lifecycle Catalogue discount of 15% excluding UPS.

8. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
9. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
10. Unlimited Technical Services (24x7) & Clinical Applications Telephone Support (Mon-Fri 8am - 5pm)
11. Remote Service Support (includes Remote Desktop).
12. Remote Proactive Monitoring (requires connection to Philips Remote Services network).
13. Reports: PSI Eligible, service history, PM's on request.
14. Includes Toshiba UPS, SP X-Ray Tube, and FD10 flat detector.

### **Brilliance CT Big Bore Oncology Application System – IS Primary RightFit**

1. Priority scheduling for service calls and access to spare parts inventory.
2. Priority Remote Service response (requires connection to Philips Remote Services network).
3. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
4. One hour initial response with four hour on-site response.
5. All spare parts that fail during normal use. (Excluding consumables).
6. Parts Delivery 10:30AM Next Day.
7. Lifecycle Catalogue discount of 15% excluding UPS.
8. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
9. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
10. Unlimited Technical Services (24x7) & Clinical Applications Telephone Support (Mon-Fri 8am - 5pm)
11. Remote Service Support (includes Remote Desktop).
12. Remote Proactive Monitoring (requires connection to Philips Remote Services network).
13. Reports: PSI Eligible, service history, PM's on request.
14. Tube coverage less than 75,000ss.

**NOTE:** Pricing for tube coverage greater than 75,000ss shall be provided as a separate option, to be exercised if required.

### **Integris V5000 Angiography C-Arm System – IS Essentials**

1. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
2. Preferential Scheduling of service calls for service contract customers
3. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
4. All spare parts that fail during normal use. (Excluding consumables)
5. Parts Delivery Next Day.
6. Lifecycle Catalogue discount of 10% excluding UPS.

7. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
8. Reports: PSI Eligible, service history, PM's on request.

**EXCLUSIONS AND LIMITATIONS:**

No uptime guarantee.

No response time commitment.

No Customer Care Solutions Center support.

Repair costs (including parts and labor) are limited to 1.5 times the annual net value of the service agreement coverage for the equipment. Customer will be responsible for any repair costs in excess of this amount.

Parts availability may be limited; efforts to source parts shall not exceed 30 days.

9. Includes x-ray tube and II replacement.

**Intera 1.5T Power MR System – IS Primary RightFit**

1. Priority scheduling for service calls and access to spare parts inventory.
2. Priority Remote Service response (requires connection to Philips Remote Services network).
3. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
4. One hour initial response with four hour on-site response.
5. All spare parts that fail during normal use. (Excluding consumables).
6. Parts Delivery 10:30AM Next Day.
7. Lifecycle Catalogue discount of 15% excluding UPS.
8. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
9. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
10. Unlimited Technical Services (24x7) & Clinical Applications Telephone Support (Mon-Fri 8am - 5pm)
11. Remote Service Support (includes Remote Desktop).
12. Remote Proactive Monitoring (requires connection to Philips Remote Services network).
13. Reports: PSI Eligible, service history, PM's on request.
14. Includes comprehensive magnet maintenance and chiller support.
15. Includes full coverage on the Toshiba UPS and batteries.
16. Includes extended coverage hours option (8am-9pm).

**Extended MR Workspace– IS Primary RightFit**

1. Priority scheduling for service calls and access to spare parts inventory.
2. Priority Remote Service response (requires connection to Philips Remote Services network).
3. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
4. One hour initial response with four hour on-site response.
5. All spare parts that fail during normal use. (Excluding consumables).



6. Parts Delivery 10:30AM Next Day.
7. Lifecycle Catalogue discount of 15% excluding UPS.
8. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
9. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
10. Unlimited Technical Services (24x7) & Clinical Applications Telephone Support (Mon-Fri 8am - 5pm)
11. Remote Service Support (includes Remote Desktop).
12. Remote Proactive Monitoring (requires connection to Philips Remote Services network).
13. Reports: PSI Eligible, service history, PM's on request.
14. Includes extended coverage hours option (8am-9pm).

## **Two (2) iE33 Diagnostic Echocardiographs – UL Support RightFit**

1. Priority scheduling for service calls and access to spare parts inventory
2. Priority Remote Service response (requires connection to Philips Remote Services network)
3. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays
4. All parts (including transducers listed on this agreement, excluding TEE transducers) that fail during normal use
5. Accidental Transducer Damage Protection: Coverage at 50% off the Philips Service Exchange Program price. **NOTE: TEE transducers are specifically exempt from this coverage.**
6. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage (M-F, 8a-5p, excluding holidays).
7. 35% discount off list price on the purchase of eligible system upgrades and Clinical Education tuition purchased with the upgrade (not available for system platform exchanges).
8. 35% discount off list price on the purchase of eligible transducers upgrades and Clinical Education tuition purchased with the upgrade.
9. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
10. Unlimited Technical Telephone Support.
11. Clinical Applications Telephone Support (M-F 8a - 5p).
12. Remote Service Support (includes Remote Desktop).
13. Utilization Reports.
14. On-Board system diagnostics.
15. Preferred labor and travel rates for corrective or planned maintenance outside service agreement coverage hours.
16. Biomedical Engineer Training: Tuition for technical service training for one customer service engineer per year at Philips designated training centers specific to the covered equipment.



## **Allura Clarity Xper FD20 VIR C-Arm - IS Primary Rightfit**

1. Priority scheduling for service calls and access to spare parts inventory.
2. Priority Remote Service response (requires connection to Philips Remote Services network).
3. All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
4. One hour initial response with four hour on-site response.
5. All spare parts that fail during normal use. (Excluding consumables).
6. Parts Delivery 10:30AM Next Day.
7. Lifecycle Catalogue discount of 15% excluding UPS.
8. Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
9. Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
10. Unlimited Technical Services (24x7) & Clinical Applications Telephone Support (Mon-Fri 8am - 5pm)
11. Remote Service Support (includes Remote Desktop).
12. Remote Proactive Monitoring (requires connection to Philips Remote Services network).
13. Reports: PSI Eligible, service history, PM's on request.
14. Includes Toshiba UPS, X-Ray Tube, and FD20 flat detector.

## **DATA SECURITY/PRIVACY**

Reference existing MOU/BAA.

## **INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE**

Reference existing MOU/BAA.

## **SECURITY INCIDENT INVESTIGATION**


Reference existing MOU/BAA.

## **LIQUIDATED DAMAGES FOR DATA BREACH**

Reference existing MOU/BAA

## **TRAINING**

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<a href="#">GSM1</a>	V797D-40237		X	Philips HeartStart MRx (Monitor/Defibrillator) Monitor Defibrillator Service Manual- English	Enerspect Medical Solutions, LLC	\$58.81		A-59
<a href="#">GSM3</a>	V797D-40237		X	Philips HeartStart MRx (Monitor/Defibrillator) Monitor Defibrillator Service Training Video- English	Enerspect Medical Solutions, LLC	\$19.86		A-59
<a href="#">SA-EA4000-101</a>	V797D-40031		X	System Service Agreements: miraDry 1 Year Service Agreement (At time of Purchase)	Miramar Labs, Inc.	\$4,914.77		A-41
<a href="#">SA-EA4000-124</a>	V797D-40031		X	System Service Agreements: miraDry 1 Year Service Agreement (Within 24 months of purchase)	Miramar Labs, Inc.	\$7,372.16		A-41
<a href="#">SA-EA4000-125</a>	V797D-40031		X	System Service Agreements: miraDry 1 Year Service Agreement (Between 24 and 36 months after purchase)	Miramar Labs, Inc.	\$9,829.55		A-41
<a href="#">SA-EA4000-201</a>	V797D-40031		X	System Service Agreements: miraDry 2 Year Service Agreement (At time of Purchase)	Miramar Labs, Inc.	\$9,829.55		A-41
<a href="#">SA-EA4000-224</a>	V797D-40031		X	System Service Agreements: miraDry 2 Year Service Agreement (Within 24 months of purchase)	Miramar Labs, Inc.	\$14,744.32		A-41
<a href="#">SA-EA4000-225</a>	V797D-40031		X	System Service Agreements: miraDry 2 Year Service Agreement (Between 24 and 36 months after purchase)	Miramar Labs, Inc.	\$19,659.10		A-41
<a href="#">7930-01-381-5936</a>	VA797-BO-0071		X	Food Service Degreaser, 6 per box	Beacon Lighthouse, Inc.	\$312.70		BOA
<a href="#">LUA-61301670002</a>	V797P-4452B		X	X 86 Cycle Optimization for Units w/o Service Agreement	Getinge USA, Inc.	\$7,249.42		A-89
<a href="#">LUA-61301670003</a>	V797P-4452B		X	X 86 Cycle Optimization for Units with Service Agreement	Getinge USA, Inc.	\$2,128.41		A-89
<a href="#">4069</a>	V797P-4383B		X	ProManager 12k plus first year of Service Agreement	Aesynt Incorporated	\$605,875.00		A-92
<a href="#">WBasic12011</a>	V797P-3235M		X	Imaging Sciences Basic Service Level Agreement 1yr (labor only)	Dental Imaging Technologies Corporation	\$4,773.87		C-38A
<a href="#">WBronze12011</a>	V797P-3235M		X	Imaging Sciences Bronze Service Level Agreement 1yr	Dental Imaging Technologies Corporation	\$7,160.80		C-38A
<a href="#">WSilver12011</a>	V797P-3235M		X	Imaging Sciences Silver Service Level Agreement 1yr	Dental Imaging Technologies Corporation	\$9,542.71		C-38A

CATALOG NUMBER	CONTRACT NUMBER	BPA CONTRACT NUMBER	GSA PV	PRODUCT LONG DESCRIPTION	CONTRACTOR NAME	PRICE	BPA PRICE	SIN
				Imaging Sciences Gold Service Level Agreement 1yr	Dental Imaging Technologies Corporation			
<a href="#">ESA</a>	V797P-4393B		X	Extended Service Agreement	Urologix, Inc.	\$2,005.03		A-94
<a href="#">11103-000006</a>	V797P-4005B		X	X Philips Adapter - converts Philips connector to QUIK-COMBO	DXE Medical, Inc.	\$45.00		A-59
<a href="#">2027486-001</a>	V797P-2239D		X	X For v5 only - Philips Data Conversion: converts Philips TraceMaster data to MUSE	GE Medical Systems Information Technologies, Inc	\$18,316.13		A53
<a href="#">HO-S16378-5</a>	V797D-40334		X	Single Tube Philips To Neonatal CN(Philips:989803104321	PartsSource, Inc.	\$44.77		A-55
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Phone: (850) 279-3290

Email: [frank@exnndiving.com](mailto:frank@exnndiving.com)Web: <http://www.exnndiving.com>

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DBA:

State: [Verified SDVOSB](#)

DUNS: 113785385

Location: Upland, CA

Phone: (909) 931-5012

Email: [Ron@franklinyoung.com](mailto:Ron@franklinyoung.com)Web: <http://www.franklinyoung.com>

Last Verified: 8/19/2014

Expiration Date: 8/19/2016

### Imaging Diagnostics, Inc.



DBA:

State: [Verified VOSB](#)

DUNS: 628071227

Location: Hendersonville, TN

Phone: (615) 822-8884

Email: [sheila.haley@att.net](mailto:sheila.haley@att.net)Web: <http://www.idistars.com>

Last Verified: 8/14/2015

Expiration Date: 8/14/2017

### Progressive X-Ray, Inc.



DBA:

State: [Verified SDVOSB](#)

DUNS: 961837791

Location: Pompano Beach, FL

Phone: (954) 681-6560

Email: [mike@progbio.com](mailto:mike@progbio.com)Web: <http://www.progbio.com>

Last Verified: 12/21/2015

Expiration Date: 12/21/2017

### Rising Eagle Medical, LLC



DBA:

State: [Verified SDVOSB](#)

DUNS: 080145608

Location: Puyallup, WA

**Salvadorini Consulting Ilc**

DBA:

State: [Verified SDVOSB](#)

DUNS: 041404422

Location: Lexington, NC

Phone: (775) 745-2963

Email: [david@salconsult.net](mailto:david@salconsult.net)Web: <http://www.gis-mrict.com>

Last Verified: 7/21/2014

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**THE 5Ps, LLC**

DBA:

State: [Verified SDVOSB](#)

DUNS: 831670455

Location: CENTENNIAL, CO

Phone: (703) 609-1593

Email: [elder.granger@the5psllc.com](mailto:elder.granger@the5psllc.com)Web: <http://www.the5psllc.com>

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Reviewed/Updated Date: October 16, 2015



Philips Healthcare, a Division of PENAC  
22100 Bothell Everett Highway  
P.O. Box 3003 98041-3003  
Bothell, Washington, USA 98021-8431



Facility Name: Stratton VA Medical Center

Original Date: 05/23/16

Prepared:

Facility Point of Contact

Name: Dave Drexler

Phone #: 518-626-6232

Quote #: 52316MG - R1 Last Revision Date:

Billing Outline											
Site # / Serial #	IS / HI Material Code	System Name	Service Plan	Extra Entitlements	Ultrasound Configs	Start Date	End Date	Monthly Amount	Number of Payments	Total Contract Cost	Comments
86080	781105	Intera 1.5T Power	IS Primary	10-25 kVA UPS, Extd. Covg Hrs 8-9pm		10/01/16	09/30/17	\$10,976.67	12	\$131,720.04	End of Service Life: This system reached End of Service on 12/31/12. After the End of Service date, Philips will make commercially reasonable efforts to procure replacement parts. Uptime guarantee will no longer be applicable after End of Service date as listed above
59224174	781380	Extended MR Workspace	IS Primary			10/01/16	09/30/17	\$410.00	12	\$4,920.00	
86011	72248	Integris V5000	Essentials EOL	SP Coverage X-Ray Tube and II		10/01/16	09/30/17	\$4,373.33	12	\$52,479.96	
522440	722003	Allura Xper FD10	IS Primary	10-25 kVA UPS, SP X-Ray Tube & FD 10		10/01/16	09/30/17	\$7,096.67	12	\$85,160.04	
551722	728243	Brilliance CT Big Bore Oncology	IS Primary	Tube Coverage Brilliance CT Big Bore Oncology-Low		10/01/16	09/30/17	\$7,193.33	12	\$86,319.96	
65431998	722028	Allura Xper FD20	IS Primary	X-Ray Tube/FD20, 10-25kVA, Flex Vision		10/01/16	09/30/17	\$7,803.33	12	\$93,639.96	
45687822 / 034VWX		iE33	UL Support	2 specialty probes (X3- 1/ 035W/T6; X5-1 / B0JNW4); 1 standard probe (S5-1 / 03FCWP)		10/01/16	09/30/17	\$1,317.00	12	\$15,804.00	
45687834 / 034VYF		iE33	UL Support	1 standard probe (S5-1 / 37961)		10/01/16	09/30/17	\$917.00	12	\$11,004.00	
GRAND TOTALS:									\$40,087.33	\$481,047.96	
<b>Special Notes:</b> This pricing is in accordance with VANAC contract V797P-6011B. Pricing shown above can be guaranteed for up to four (4) additional one-year option periods (pending fiscal funding availability). To lock in this price, please note on valid obligation paperwork for base year, the number of option years you wish to lock in and note applicable dollars.											

Service Coverage Descriptions

UL Support RightFit Service Agreement Includes:

- \* Priority scheduling for service calls and access to spare parts inventory
- \* Priority Remote Service response (requires connection to Philips Remote Services network)
- \* All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays
- \* All parts (including transducers listed on this agreement, excluding TEE transducers) that fail during normal use
- \* Accidental Transducer Damage Protection: Coverage at 50% off the Philips Service Exchange Program price
- \* Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage (M-F, 8a-5p, excluding holidays).
- \* 35% discount off list price on the purchase of eligible system upgrades and Clinical Education tuition purchased with the upgrade (not available for system platform exchanges)
- \* 35% discount off list price on the purchase of eligible transducers upgrades and Clinical Education tuition purchased with the upgrade
- \* Proprietary operating system software enhancements without hardware changes (excludes software upgrades)
- \* Unlimited Technical Telephone Support
- \* Clinical Applications Telephone Support (M-F 8a - 5p)
- \* Remote Service Support (includes Remote Desktop)
- \* Utilization Reports
- \* On-Board system diagnostics
- \* Preferred labor and travel rates for corrective or planned maintenance outside service agreement coverage hours
- \* Biomedical Engineer Training: Tuition for technical service training for one customer service engineer per year at Philips designated training centers specific to the covered equipment\*\*

\*\* Customer acknowledges that an authorized employee of Customer (biomed) must complete Philips' training before the end of the first year of this Agreement for Customer to maintain eligibility for this "Support" Service Agreement. If no Customer Biomed is trained before the end of the first year, then this Agreement will convert into Philips then current lowest level full service agreement for the remainder of the Term or until Customer, in Philips sole and reasonable discretion, becomes eligible for this "Support" Service Agreement. Biomed training is available only to direct employees of the hospital and the attendee must sign Attachment C of this agreement.

**NOTE:** Philips approved VCRs, B&W printers, static probes, APM/DVS/ISEM, IDI and SONOS PC modules used on this system are covered as part of this agreement. Remote Service, Remote Desktop, Proactive Monitoring, Utilization Reports and On-Board Diagnostics may not be available on all platforms.

IS Primary RightFit Service Agreement Includes:

- . Priority scheduling for service calls and access to spare parts inventory.
- . Priority Remote Service response (requires connection to Philips Remote Services network).
- . All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
- . One hour initial response with four hour on-site response.
- . All spare parts that fail during normal use. (Excluding consumables)
- . Parts Delivery 10:30AM Next Day.
- . Lifecycle Catalogue discount of 15% excluding UPS.
- . Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
- . Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
- . Unlimited Technical Services (24x7) & Clinical Applications Telephone Support (Mon-Fri 8am - 5pm)
- . Remote Service Support (includes Remote Desktop).
- . Remote Proactive Monitoring (requires connection to Philips Remote Services network).
- . Reports: PSI Eligible, service history, PM's on request.

**IS Essentials RightFit Service Agreement Includes:**

- All labor and travel during standard hours of coverage - Mon-Fri 8am - 5pm, excluding holidays.
- Preferential Scheduling of service calls for service contract customers
- Equipment Planned Maintenance services per Philips manufacturer specifications performed during standard hours of coverage.
- All spare parts that fail during normal use. (Excluding consumables)
- Parts Delivery Next Day.
- Lifecycle Catalogue discount of 10% excluding UPS.
- Proprietary operating system software enhancements without hardware changes (excludes software upgrades).
- Reports: PSI Eligible, service history, PM's on request.

**EXCLUSIONS AND LIMITATIONS:**

- No uptime guarantee.
- No response time commitment.
- No Customer Care Solutions Center support.
- Repair costs (including parts and labor) are limited to 1.5 times the annual net value of the service agreement coverage for the equipment. Customer will be responsible for any repair costs in excess of this amount.
- Parts availability may be limited; efforts to source parts shall not exceed 30 days.

**Prepared by:**

**Marc Goldman**  
Philips Healthcare  
22100 Bothell Everett Hwy  
MS 665  
Bothell, WA 98041  
P# (518) 469-2568