

1. Title: Varian Service Contract

2. Purpose: The Michael E. DeBakey Veteran Affairs Medical Center (MEDVAMC) hereby issues the following Sources Sought to Request Information (RFI). This RFI is to seek contractors with the capability to provide Houston MEDVAMC with all labor, tools, material, parts, equipment, supervision, software, license, certification, transportation, management, and personnel required for preventive maintenance services. Seeking contractor with the capability to provide preventive and maintenance on the government Varian equipment Clinac H140133, H294275, RPM H500192, RPM H500208, RPM H500973

3. Objective: To find qualified and certified contractors with the capability to provide services to the government Varian equipment Clinac H140133, H294275, RPM H500192, RPM H500208, RPM H500973

NOTE: Contractor shall be an authorize vendor, trained technician, possess licenses and certification for proprietary equipment and services to meet all government requirements and objectives. All Questions shall be answered in Section 5 for the government to consider contractor with the capability to meet the government requirement.

4. Place of Performance: Equipment located at VA Medical Center, 2002 Holcombe BLVD, Houston, TX 77030.

5. Responses Requested: The MEDVAMC requires the following questions answered in this RFI: Questions that are not provided shall be considered non responsive to the Request for Information.

a. Is the contractor a Varian authorize vendor with certified technicians to meet all government requirements and objectives in the Draft Statement of Work (See Attached)?

Contractor shall attach authorization letter to be viewed by the government to be considered as part of the Market Research and responsive to this Sources Sought notice.

b. Does the Contractor possess the capability to obtain software if required for Government Varian equipment?

Contractor shall attach authorization letter and capability to be viewed by the government to be considered as part of the Market Research and responsive to this Sources Sought notice.

c. Does the Contractor possess all license/certification for Varian to service proprietary equipment?

Contractor shall attach license/certification to be viewed by the government to be considered as part of the Market Research and responsive to this Sources Sought notice.

d. Contractors shall also provide their point(s) of contact name, address, telephone number, and email address; and the company's business size, and Data Universal Numbering System (DUNS) Number.

e. Is your company a small business, SDBs, HUBZone, or 8A concern? Please provide proof of qualifications.

f. Provide in your capability statement a list of active contracts for commercial, federal, state, and local governments. List Contracts shall provide communication on the government requirement illustrating the capability for comparison.

g. Is your company available under any Government Wide Agency Contract (GWAC), General Services Administration Schedules (GSA), Indefinite Delivery Indefinite Quantity (IDIQ), and/or

Blanket Purchase Agreement (BPA)? If so, please list the contract number and a brief summary of the products and services provided.

h. Provide a short summary of your potential approach to this type of contract and meeting the specific requirements per the draft Statement of Work and your experience managing similar contracts with similar requirements for the MEDVAMC.

6. Opportunity: The MEDVAMC , is seeking information from potential contractors on their ability to provide this service and possess OEM license and certification. **THIS IS A REQUEST FOR INFORMATION (RFI) ONLY.** Small Business Concerns are encouraged to provide responses to this RFI in order to assist the MEDVAMC in determining potential levels of competition available in the industry.

Contractor shall possess the capability to provide all requirements and objectives.

7. Instructions and Response Guidelines: RFI responses are due by January 5, 2018 at 9:00 am (CST); size is limited to 8.5 x 11 inches, 12-point font, with 1-inch margins in Microsoft Word format via email to anthony.marion2.gov. **All Questions shall be submitted by December 27, 2017 2:00pm(CST) via email to anthony.marion2.gov.** Telephone requests or inquires will not be accepted.

The subject line shall read: 36C25618Q9097 Service Contract for Varian Equipment

NO SOLICITATION EXISTS AT THIS TIME. There is no page limitation on subparagraphs 5(a) - 5(h). All **Questions shall be answered** to be considered as part of the Market Research for capable contractors to meet the government requirements.

Please provide additional information you deem relevant in order to respond to the specific inquiries of the RFI. Information provided will be used solely by MEDVAMC as "market research" and will not be released outside of the MEDVAMC Purchasing and Contract Team. This RFI does not constitute a Request for Proposal (RFP), Invitation for Bid (IFB), or Request for Quotation (RFQ), and it is not to be construed as a commitment by the Government to enter into a contract, nor will the Government pay for the information submitted in response to this request. All information contained in this RFI is preliminary as well as subject to modification and is in no way binding on the Government.

In accordance with FAR 15.201(e), responses to this notice are not offers and cannot be accepted by the U.S. Government to form a binding contract. If a solicitation is released, it is will be synopsisized in the Federal Business Opportunities (FedBizOpps) website or GSA. It is the responsibility of the interested parties to monitor these sites for additional information pertaining to this RFI, or future RFP.

8. Contact Information:

Contract Specialist, Anthony Marion

Email address: anthony.marion2@va.gov

Your responses to this notice are appreciated.

THIS NOTICE IS NOT A REQUEST FOR COMPETITIVE QUOTES; however, any firm that believes it can meet the requirements may give written notification prior to the response due date and time. Supporting evidence must be furnished in sufficient detail to demonstrate the ability to perform the requirements.

DRAFT STATEMENT OF WORK

Varian Clinac EX and Trilogy

1. EQUIPMENT /SOFTWARE IDENTIFICATION:

NAME/DESCRIPTION OF EQUIPMENT:

MANUFACTURER - Varian Medical Systems

EQUIPMENT - Linear Accelerator and supporting equipment

MODEL - Clinac 21EX, Trilogy, Argus Module Support/ Elipse Elements.

SERIAL NUMBER -H140133 (EX), H294275 (Trilogy), H500192, H500208, H500973, H980077, HIT4737.

LOCATION - Michael E. Debakey VA Medical Center 2002 Holcombe BLVD. 77030.

2. DEFINITIONS/ACRONYMS:

A. Biomedical Engineer(ing) - Supervisor or designee.

B. CO - Contracting Officer

C. COR - Contracting Officer's Representative

D. PM - Preventive Maintenance Inspection. Services which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.

E. FSE - Field Service Engineer. A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services on the VAMC premises.

F. ESR - Vendor Engineering Service Report. A documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.

G. Acceptance Signature - VA employee who is authorized to sign-off on the ESR which indicates that the PM has been concluded or is still pending completion, or that the Emergency Repair has been accomplished or is still in a pending status.

H. Authorization Signature - COR's signature; indicates COR accepts work status as stated in ESR.

I. NFPA - National Fire Protection Association.

J. CDRH - Center for Devices and Radiological Health.

K. VAMC - Department of Veterans Affairs Medical Center

L. VAH - Department of Veterans Affairs Hospital

3. CONFORMANCE STANDARDS: - Contractor shall ensure that the equipment functions in conformance with the latest published edition of NFPA-99, UL, OSHA, VA, and CDRH.

- Contractor shall provide preventive and maintenance on the Clinac H140133, H294275, RPM H500192, RPM H500208, RPM H500973, to perform periodic maintenance inspections (PMI) per year, according to Varian recommendation. Contractor Uptime Performance of 97% or better as well provide mandatory safety and reliability modifications for the equipment.

- Contractor shall provide preventive and maintenance and Argus software support.
- Contractor shall provide preventive and maintenance for the Eclipse, to include all mandatory safety and reliability modifications for the equipment.
- Contractor shall not be considered government employees for any purpose.
- Contractor shall submit and provide suitable marking of all documents or reports produced to the Contracting Officer or Contracting Officer Representative.
- Contractor shall provide Technical and Clinical telephonic support by trained Varian support specialists during normal hours of coverage.

4. OPERATIONAL UPTIME - REQUIREMENTS: The Clinac EX and Trilogy respectively shall be operable and available for use 95% of the normal operating hours of the equipment as detailed in section 5., HOURS OF COVERAGE. Downtime shall be computed from notification of problem during normal work hours. Scheduled maintenance shall be excluded from downtime. Normal work hours are 8:00 a.m. to 6:00 p.m., Monday thru Friday, excluding national holidays). Operational Uptime shall be computed during a month long time period. Repeated failure to meet this requirement may subject the contractor to a Termination For Cause action.

5. HOURS OF COVERAGE:

A. Normal hours of coverage are Monday through Friday from 8:00 a.m. to 6:00 p.m., excluding holidays. All service/repairs shall be performed during normal hours of coverage unless requested or approved by COR or designee.

B. Off Schedule hours of coverage are Sunday through Saturday 5:00 p.m. to 8:00 a.m. (following day), including holidays. Service/repairs shall be performed during off schedule hours of coverage when approved by the COR or designee.

C. Scheduled maintenance shall occur once a quarter for the Clinac EX, Trilogy, and their respective collimators. Scheduled maintenance shall occur semi-annually for the portal imager and the on-board imager. Scheduled maintenance shall be performed starting at 1 p.m. on weekdays.

D. Federal Holidays observed by the VAMC are: New Years' Day
 Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day
 Columbus Day Veterans' Day Thanksgiving Day Christmas Day
 "or any other day declared by the President of the United States to be a Federal holiday"

6. UNSCHEDULED MAINTENANCE (Emergency Repair Service):

A. Contractor shall maintain the equipment in accordance with the manufacturer's specifications. The Contractor shall provide repair service which may consist of calibration, cleaning, oiling, adjusting, replacing parts, and maintaining the equipment, including all intervening calls necessary between regular services and calibrations. All required parts shall be furnished.

B. The CO, COR or designated alternate has the authority to approve/request a service call from the Contractor.

C. Response Time: Contractor's FSE shall respond with a phone call to the COR or his/her designee within two

(2) hours after receipt of telephoned notification twenty-four (24) hours per day. If the problem cannot be corrected by phone, the FSE shall commence work (on-site physical response) within two (2) hours after receipt of this second notification and shall proceed progressively to completion without undue delay.

D. Remote Monitoring and Diagnostics: Contractor's FSE shall provide remote monitoring and diagnostic troubleshooting to the equipment listed previously. Contractor shall have an agreement set up with the VHA to be able to remote into the medical devices and provide updates as the system experiences errors and provide remote troubleshooting assistance in the event an issue can be fixed remotely. Contractor shall notify COR or designee of any issues noticed while remotely monitoring the devices.

7. SCHEDULED MAINTENANCE:

A. The Contractor shall perform PM service to ensure that equipment listed in the schedule performs in accordance with Section 3, Conformance Standards. (An outline of the PM procedures and schedule shall be provided to the COR). The Contractor shall provide and utilize procedures and checklists with worksheet originals indicating work performed and actual values obtained (as applicable). This documentation shall be provided to the COR at the completion of the PM. The contractor shall provide written description of Preventive Maintenance Inspections (PMI). This description shall include an itemized list of the procedures performed, including electrical safety. PM services shall include, but need not be limited to, the following:

- 1) Cleaning of equipment.
- 2) Reviewing operating system software diagnostics to ensure that the system is operating in accordance with Section 3, Conformance Standards or the manufacturer's specifications.
- 3) Calibrating and lubricating the equipment.
- 4) Performing remedial maintenance of non-emergent nature.
- 5) Testing and replacing faulty and worn parts and/or parts likely to become faulty, fail or become worn.
- 6) Inspecting and replacing where indicated, electrical wiring and cables for wear and fraying.
- 7) Inspecting, and replacing where indicated, all mechanical components which may include, but is not limited to: mounting hardware, patient restraints and support devices, cables and mounting hardware, chains, belts, bearings and tracks, interlocks, clutches, motors, keyboards, and patient couches for mechanical integrity, safety, and performance.
- 8) Returning the equipment to the operating condition defined in Section 3, Conformance Standards.
- 9) Providing documentation of services performed.
- 10) Inspecting and calibrating the hard copy image device.
- 11) Software and License update.

B. PM services shall be performed in accordance with, and during the hours defined in, the preventive maintenance schedule established herein. All exceptions to the PM schedule shall be arranged and approved in advance with the COR.

8. PARTS: The Contractor shall furnish and replace parts to meet uptime requirements. The Contractor shall possess and ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. The contractor shall provide pricing for all parts [except -if applicable - those parts specifically listed as being EXCLUDED]. The Contractor shall submit a list any excluded parts under the service contract at the time of repair. The contractor shall use all current year parts. All parts shall be of current manufacture and have complete versatility with the presently installed

equipment. All parts shall perform identically to the original equipment specifications. Rebuilt parts, used parts or those removed from another [name the equipment], shall not be installed without specific approval by the CO or the COR.

9. SERVICE MANUALS/TOOLS/EQUIPMENT: The VAMC shall not provide tools, (test) equipment, service manuals or service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to its FSE's all operational and technical documentation (such as; operational and service manuals, schematics, and parts list) which are necessary to meet the performance requirements of this contract. The location and listing of the service data manuals, by name and/or the manuals themselves shall be provided to the CO upon request.

10. DOCUMENTATION/REPORTS: The documentation shall include detailed descriptions of the scheduled and unscheduled maintenance (i.e., Emergency repairs) procedures performed, including replaced parts and prices (for outside normal working hour services) required to maintain the equipment in accordance with Section 3, Conformance Standards or the manufacturer's specifications. Such documentation shall meet the guidelines as set forth in the Conformance Standards section. The ESR shall consist of a separate PM report for the item(s) covered under the "specific" contract. Grouping different equipment from different contracts on "one" ESR is prohibited. The documentation shall be submitted to vhahoubiomed@va.gov. In addition, each ESR shall, at a minimum, document the following data legibly and in complete detail:

- A. Name of contractor and contract number.
- B. Name of FSE who performed services.
- C. Contractor service ESR number/log number.
- D. Date, time (starting and ending), equipment downtime and hours on-site for service call.
- E. VA purchase order numbers covering the call if outside normal working hours.
- F. Description of problem reported by COR.
- G. Identification of equipment to be serviced:
 - 1) Inventory ID number,
 - 2) Manufacturer's name,
 - 3) Device name,
 - 4) Model number,
 - 5) Serial number,
 - 6) Any other manufacturer's identification numbers.
- H. Total Cost to be billed (if applicable - i.e., part(s) not covered or service rendered after normal hours of coverage).
- I. Signatures:
 - 1) FSE performing services described.
 - 2) Authorized VA Employee who witnessed service described.

NOTE: - Any additional charges claimed shall be approved by the COR before service is completed!

11. REPORTING REQUIREMENTS: - The Contractor shall report to Biomedical Engineering to log in. This check in is mandatory. When the service is completed, the FSE shall document services rendered on a legible ESR(s). The FSE shall log out with Biomedical Engineering and submit the ESR(s) to the COR. ALL ESRs shall be submitted to the equipment user for an "acceptance signature" and to the COR for an "authorization signature". If the COR is

unavailable, a signed, authorized copy of the ESR shall be sent to the Contractor after the work can be reviewed (if requested or noted on the ESR).

VA Biomedical Contact Persons: David Miller, Morris McKenzie, and Devang Patel

Location (Building/Room Number): BA-200

Telephone Number & Extension(s): 713-794-7271/4317

Contractor - Provide telephone number(s) to call for your Service Department: _____

Provide name(s) of authorized contact person(s): _____

12. LIQUIDATED DAMAGES:

- A. Contractor shall be liable to the Government for losses of production due to significant equipment downtime. Significant equipment downtime is that which exceeds ten (10) hours/month. Records regarding downtime shall be kept by the COR and the maintenance contractor.
- B. Equipment downtime is calculated only from those normal hours of coverage (see Hours of Coverage Section) that the scheduled equipment is not fully operational. Downtime shall begin when the Contractor is on site (see Unscheduled Maintenance Section response time definition) after notification by the CO, COR or designated alternate. Downtime shall accumulate until the scheduled equipment is returned to full and usual operation and accepted as such by the CO, COR or designated alternate. This does not include scheduled maintenance for PM purposes or when waiting for VA furnished tubes. Refusal of access to the equipment indicates that the unit is up and running and this time shall not be considered when determining downtime. Refusal of access to the equipment voids the service call.
- C. If downtime exceeds sixteen (16) consecutive hours, the CO may exercise the option to hire an alternate source to resolve the problem. The decision to exercise this alternative shall reside exclusively with the CO. All fees generated by the alternate Contractor(s) shall be handled in accordance with Default clause.
- D. Monies shall be subtracted from the contract if the Contractor fails to meet the up-time requirements using the following formula:

MONTHLY DOWNTIME	MONIES SUBTRACTED
10 - 11 hours/month	0%
12 - 13 hours/month	20%
14 - 15 hours/month	40%
16 - 17 hours/month	60%
18 - 19 hours/month	80%
20 or more hours/month	100%

These shall be computed for the monthly dollar totals.

13. PAYMENT: Invoices shall be paid in arrears quarterly. Invoices, shall INCLUDE, at a minimum, the following information: Contract No., Purchase Order No., Item(s) covered (to include serial #'s) by the PMI and covered period of service. Each invoice shall be invoiced electronically through IPPS.

14. ADDITIONAL CHARGES: There shall be no additional charge for time spent at the site (during, or after the normal hours of coverage) awaiting the arrival of additional FSE and/or delivery of parts.

15. REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE: The Contractor shall immediately, but no later than 24 (twenty-four) consecutive hours after discovery, notify the CO and COR (in writing) of the existence or the development of any defects in, or repairs, to the scheduled equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The Contractor shall furnish the CO and COR with a written estimate of the cost to make necessary repairs. Contractor shall submit and provide suitable marking of all documents or reports produced to the Contracting Officer or Contracting Officer Representative.

16. CONDITION OF EQUIPMENT: The Contractor shall accept responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award shall not relieve the Contractor from performance of the requirements of this contract.

17. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:

A. Each contractor shall have an established business, with an office and full time staff. The staff includes a "fully qualified" FSE and a "fully qualified" FSE who shall serve as the backup.

B. "Fully Qualified" is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program, for the equipment. For field experience, the FSE(s) has a minimum of two years of experience (except for equipment newly on the market) with respect to scheduled and unscheduled preventive and remedial maintenance of the Clinac EX, Trilogy, collimator, portal imager, and on-board imager.

C. The FSEs shall be authorized by the Contractor to perform the maintenance services. All work shall be performed by "Fully Qualified" competent FSEs. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved FSEs for each make and model the Contractor services at the VAMC. The CO may authenticate the training requirements, request training certificates or credentials from the Contractor at any time for any personnel who are servicing or installing any VAMC equipment. The CO and/or COR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the VAMC equipment.

D. If subcontractor(s) are used, they shall be approved by the CO; the Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

18. TEST EQUIPMENT: - Prior to commencement of work on this contract, the Contractor shall provide the VAMC with a copy of the current calibration certification of all test equipment which is to be used by the Contractor on VAMC's equipment. This certification shall also be provided on a periodic basis when requested by the VAMC. Test equipment calibration shall be traceable to a national standard.

19. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS: - The Contractor's FSEs shall wear visible identification at all times while on the premises of the VAMC. The FSEs shall sign in to the biomedical engineering shop located at BA-200 each time they arrive and leave the facility. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VAMC shall not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the VAMC. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations

may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

20. INSURANCE:

- A. Worker compensation and employer's liability: Contractors shall comply with applicable Federal and State Worker Compensation and occupational disease statutes.
- B. General Liability: Contractors shall have Bodily Injury Liability Insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- C. Property Damage Liability: - Contractors shall have Property Damage Liability insurance coverage of at least \$500,000.