

1. Title: MEDRAD 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 MEDRAD equipment.

3. Objective: To find qualified and certified contractors with the capability to provide services to the government MEDRAD equipment:

Equipment	Catalog #	S/N	Location	PM's/yr
Medrad Mark 7 Arterion Angiography Injection System	DCB-ART 700	30061	Angiography/IR 2C-409	5
Medrad Mark 7 Arterion Angiography Injection System	DCB-ART 700	20780	Angiography/IR 5A-228	5
Medrad Mark 7 Arterion Angiography Injection System	DCB-ART 700	200232	OR 5A-222	5
Medrad Avanta Fluid Management Injection System	DCB-AVT	20338	Angiography/IR 2C-413	5
Medrad Mark V ProVIs Angiography Injection System	DCB-PRO	108413	CCL 3C-370	5
Medrad Mark V ProVIs Angiography Injection System	DCB-PRO	96393	CCL 3C-352	5
Medrad Mark V ProVIs Angiography Injection System	DCB-PRO	94638	CCL 3C-344	5
Medrad Stellant D CT Injection System	DCB-SCTD	39231	CT 2C-316	5
Medrad Stellant D CT Injection System	DCB-SCTD	28929	CT 2C-435	5
Medrad Stellant D CT Injection System	DCB-SCTD	35166	CT 2C-439	5
Medrad Stellant D CT Injection System	DCB-SCTD	28235	PET CT 1A-822	5
Medrad Stellant D CT Injection System	DCB-SCTD	200191	Conroe	5
Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	30466	MRI 1C-386	5
Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	62184	MRI 1C-392	5
Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	45562	MRI 1st Floor	5

Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	45114	MRI 1C-386B	5
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NOTE 1: 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.

NOTE 2: Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed medical supplies, medical equipment and/or services contracts for maintenance of medical equipment (i.e. replacement parts), verified by an authorization letter or other documents from the OEM, such that the OEM's warranty and service are provided and maintained by the OEM. All software licensing, warranty and service associated with the medical supplies, medical equipment and/or services contracts for maintenance of medical equipment shall be in accordance with the OEM terms and conditions.

NOTE 3: The delivery of gray market items to the VA in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the VA reserves the right enforce any of its contractual remedies. This includes termination of the contract or, solely at the VA's election, allowing the Vendor to replace, at no cost to the Government, any remanufactured or gray market item(s) delivered to a VA medical facility upon discovery of such items.

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 MEDRAD 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/license if required for Government MEDRAD 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 MEDRAD 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, software, parts 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 22, 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 January 17, 2018 2:00pm(CST) via email to anthony.marion2.gov.** Telephone requests or inquires will not be accepted.

The subject line shall read: 36C25618Q9124 Service Contract for MEDRAD 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 synopsized 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
MEDRAD INJECTORS**

1. EQUIPMENT:

Contractor shall provide all labor, materials, parts, equipment, tools, travel, and supervision for the calibration, preventive, and/or corrective maintenance services to all government-owned equipment listed below:

A. NAME/DESCRIPTION OF EQUIPMENT: Contrast Injectors

Equipment	Catalog #	S/N	Location	PM's/yr
Medrad Mark 7 Arterion Angiography Injection System	DCB-ART 700	30061	Angiography/IR 2C-409	5
Medrad Mark 7 Arterion Angiography Injection System	DCB-ART 700	20780	Angiography/IR 5A-228	5
Medrad Mark 7 Arterion Angiography Injection System	DCB-ART 700	200232	OR 5A-222	5
Medrad Avanta Fluid Management Injection System	DCB-AVT	20338	Angiography/IR 2C-413	5
Medrad Mark V ProVIs Angiography Injection System	DCB-PRO	108413	CCL 3C-370	5
Medrad Mark V ProVIs Angiography Injection System	DCB-PRO	96393	CCL 3C-352	5
Medrad Mark V ProVIs Angiography Injection System	DCB-PRO	94638	CCL 3C-344	5
Medrad Stellant D CT Injection System	DCB-SCTD	39231	CT 2C-316	5

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Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	62184	MRI 1C-392	5
Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	45562	MRI 1st Floor	5
Medrad Spectris Solaris EP MR Injection System	DCB-SMRS	45114	MRI 1C-386B	5

2. DEFINITIONS/ACRONYMS:

- A. Biomedical Engineer(ing) - Supervisor or designee.
- B. CO - Contracting Officer
- C. COR - Contracting Officer's Technical 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. CALIBRATION/PM/SERVICE MANUALS/TOOLS/EQUIPMENT:** The Contractor shall provide calibration, preventive maintenance inspections, and software upgrades. The Contractor shall provide calibration and preventive maintenance, accidental damage plans, software upgrades, and x-ray tube coverage services by authorized Service providers of the equipment listed above. The calibration procedure will consist of calibrating the entire instrument to traceable calibration standards. The instrument shall be cleaned.

Worn or defective parts shall be replaced when necessary, as per manufacturer's specifications. Preventive maintenance inspections shall be scheduled at least three (3) days in advance with the Contracting Officer's Technical Representative (COR). Service also includes all necessary intervening service calls required to replace any worn or defective part needed due to instrument failure. The VA will provide first call service, which includes trying to resolve any problem first before calling the Contractor. The location and listing of the service data manuals, by name and/or the manuals themselves shall be provided to the CO upon request.

4. **OPERATIONAL UPTIME - REQUIREMENTS:** - The equipment listed above 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 will be computed from notification of problem during normal work hours. Scheduled maintenance will 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 will be computed during a month long time period. Repeated failure to meet this requirement can subject the contractor to DEFAULT action.

5. **HOURS OF COVERAGE:**

- A. Normal hours of coverage are Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays. All service/repairs will be performed during normal hours of coverage unless requested or approved by COR or his designee.
- B. Preventive maintenance will be performed quarterly on weekdays.
- C. Work performed outside the normal hours of coverage at the request of COR will be billed at half the contractor's standard hourly service rate.

NOTE: - Hardware/software update/upgrade installations will be scheduled and performed outside normal hours of coverage at no additional charge to the Government (unless it would be detrimental to equipment up-time; to be determined by the COR). Government provides software/hardware upgrade/update.

- 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

6. **PERFORMANCE & RESPONSE TIME, UNSCHEDULED MAINTENANCE (Emergency Repair Service):**

- A. Contractor shall maintain the equipment in accordance with the manufacturer's specifications. The Contractor will provide repair service which may consist of calibration, cleaning, oiling, adjusting, replacing parts, software upgrades 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 must respond with a phone call to the COR or his/her designee within one (1) hours after receipt of telephoned notification twenty-four (24) hours per day. If the problem cannot be corrected by phone, the FSE will commence work (on-site physical response) within two (2) hours after receipt of this second notification and will proceed progressively to completion without undue delay.
- D. All work shall be performed by competent, experienced, OEM certified and factory-trained to work on the specific equipment. All work performed shall be first-class and accomplished in accordance with manufacturer's instructions, including but not limited to adjustments, calibrations, cleaning, lubricating, testing, disassembly, check-out, replacement of worn or defective parts, etc., required to keep the equipment in first-class operating condition. All work shall be performed to the satisfaction of the COR who will inspect the repairman's work and indicate his approval on a signed statement prior to the repairman's departure from the premises.
- E. Service calls during the VA normal business hours and related to malfunctions not successfully preempted by preventive maintenance services shall be at no additional cost to the Government. Repair service calls shall not take time away from preventive maintenance and other requirements required under this contract.
- F. Emergency service or repairs authorized by the COR, which occur after the VA normal business hours of operation, shall be accomplished at the overtime-hourly rates specified in the pricing schedule. The VA will be responsible for premium portion of the overtime rate only. All overtime service calls shall be handled by one repairman only unless approved in advance by the COR. If regular timework must be carried over and the Contractor wishes to continue to work beyond the VA normal business hours of operation, authorization for overtime work must be obtained from the COR before proceeding.
- G. Maintenance problems discovered on equipment covered by this contract which the Contractor believes exceed the scope of contract provisions, shall not be worked on without concurrence and specific authorization from the BIOMED COR to perform repairs. The Contractor shall immediately notify the BIOMED COR of any equipment or environmental conditions which impair or jeopardize the functioning of the equipment.

In any case, the VA shall be explicitly notified in advance that additional charges will be incurred, prior to beginning such work. In such instances that the VA

agrees the work is not within the scope of the contract, and the VA desires the Contractor to perform repairs, a separate purchase order will be issued to the Contractor for the work. Any service required which the Contractor believes to be in excess of the contract provisions and require additional payment (e.g., work beyond normal work hours) shall not be performed without prior authorization from the BIOMED COR, who will arrange a separate purchase order to pay for the additional service if desired by the VA.

In addition to covered services, Contractor shall provide equally responsive, competent service for additional work on covered equipment when requested by the VA, during regular business hours or after-hours, which will be paid via separate purchase order at a pre-determined cost if unrelated to maintenance requirements of the contract.

7. SCHEDULED MAINTENANCE:

- A. The Contractor shall perform PM service to ensure that equipment listed in the schedule above performs in accordance with Section 9, Conformance Standards. (An outline of the PM procedures and schedule may 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. Perform vaporizer efficacy tests and trace gas tests following the industry-standard protocols.
 - 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: APL valves, carbon dioxide (CO₂) absorber canisters, bag/vent switches, leak test plugs, canisters, cables, tubing, flowmeters, light switches, and brakes.
 - 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.

- 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.
- C. Any charges for parts, services, manuals, tools, or software required to successfully complete scheduled PM are included within this contract, and its agreed upon price, unless specifically stated in writing otherwise.

8. **PARTS:** The Contractor shall furnish and replace parts to meet uptime requirements. The Contractor has ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. The contract shall include all parts [except -if applicable - those parts specifically listed as being EXCLUDED]. The contractor shall use new or rebuilt 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. (The Contractor shall also list any excluded parts under the service contract).

NOTE: The delivery of gray market items to the VA in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the VA reserves the right to enforce any of its contractual remedies. This includes termination of the contract or, solely at the VA's election, allowing the Vendor to replace, at no cost to the Government, any remanufactured or gray market item(s) delivered to a VA medical facility upon discovery of such items

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

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 will 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. In addition, each ESR must, 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. Itemized Description of Service Performed (including, if applicable, Costs associated with after normal working hour services) including:
 - 1) Labor and Travel,
 - 2) Parts (with part numbers),
 - 3) Materials and Circuit Location of problem/corrective action.
- I. Total Cost to be billed (if applicable - i.e., part(s) not covered or service rendered after normal hours of coverage).
- J. Signatures:
 - 1) FSE performing services described.
 - 2) Authorized VA Employee who witnessed service described.

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

- 11. REPORTING REQUIREMENTS:** - The Contractor shall be required to 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 be required to 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 will be sent to the Contractor after the work can be reviewed (if requested or noted on the ESR).

The vendor shall provide a written report following the completion of the PM inspection and/or service calls to the designated COR and shall be delivered to the COR within 72 hours of work completion or emailed to VHAHOUBIOMED@va.gov.

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 will 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 will begin when the Contractor is required to be on site (see Unscheduled Maintenance Section response time definition) after notification by the CO, COR or designated alternate. Downtime will 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 will 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 will reside exclusively with the CO. All fees generated by the alternate Contractor(s) will be handled in accordance with Default clause.
- D. Monies will be subtracted from the contract if the Contractor fails to meet the up-time requirements using the following formula:

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

These will be computed for the monthly dollar totals.

13. **PAYMENT:** Invoices will be paid in arrears on a quarterly basis. Invoices, **MUST 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 must be provided in triplicate.
14. **ADDITIONAL CHARGES:** There will 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 required, 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.
16. **CONDITION OF EQUIPMENT:** The Contractor accepts responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the Contractor from performance of the requirements of this contract.

Contractor guarantees all equipment covered in this contract shall be in optimum working condition at the contract expiration date provided that the Contractor is notified of any deficiencies at least one (1) day before the contract expiration date. Any changes, updates or retrofits made on any component or system shall be reported to the COR for annotation on station equipment manuals and records. For any service call made during normal working hours, the Contractor's repairman shall report their arrival and departure to the COR. Contractor shall include, at no extra charge, any engineering and software update necessary for continued optimum operation of the equipment listed in this contract. Contractor shall include remote monitoring capabilities allowing for remote diagnostics and troubleshooting. The Contractor's repairman shall complete a full service report, in writing, after each service call (emergency or scheduled) and submit either a hard copy or an electronic version of this report to the COR within 5 days after the service day.

17. **COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:**
 - A. Each respondent must have an established business, with an office and full time staff. The staff includes a "fully qualified" FSE and a "fully qualified" FSE who will 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, on GE Healthcare Anesthesia Machines.

- 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 must be approved by the CO; the Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.
- E. The FSE shall be certified by the OEM to perform the corrective maintenance, preventative maintenance and software updates required within the scope of work.

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. 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 will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the VAMC. The Government shall not be responsible for incidental charges including, but not limited to, parking, tolls, mileage, phone, etc., on straight time or overtime work. 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.

- a) The Contractor shall require his employees to comply with all VA rules and regulations pertaining to the conduct of his employees while on station. Particular attention is drawn to the fact that the VAMC is a NO SMOKING Facility. Smoking is not permitted in any building.
- b) Contractor shall have use of station telephones to make business calls related to Medical Center's equipment. Misuse of this privilege will necessitate the need to require the contractor to use public telephones.
- c) **UNAUTHORIZED USE OF GOVERNMENT EQUIPMENT**
 - (1). The Contractor shall not allow his/her employees, including Subcontractors' employees, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency

call.

(2). The Contractor shall be responsible to provide all necessary equipment, tools, parts, and materials to perform the work. The Government shall not be obligated to provide any equipment, tools, parts, and materials to assist the Contractor in performing the work.

20. INSURANCE:

- A. Worker compensation and employer's liability: - Contractors are required to comply with applicable Federal and State Worker Compensation and occupational disease statutes.
- B. General Liability: - Contractors are required to 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 are required to have Property Damage Liability insurance coverage of at least \$500,000.

21. REMOVAL OF EQUIPMENT: - Should a piece of equipment require repair at the Contractor 's plant, the Contractor shall provide a loaner at no extra charge. Government property cannot be removed from the station without a signed Property Pass. This Property Pass may be obtained from Acquisition & Material Management Service, Personal Property Section, 4A-320 after removal is authorized by the COR,. The Contractor may not remove equipment from Government site for minor repairs only. The Contractor shall be responsible for damage or loss of equipment while in the Contractor 's charge.

22. SAFETY REQUIREMENTS: - In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, or his/her designee, may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall have one supervisory employee, who will disseminate requirements to those who work at our facility, report to the Safety Manager's office for a one- (1) time training class before working on-site. The Contracting Officer or his/her designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the site of work, shall be deemed sufficient for the purpose aforesaid. If the Contractor fails or refuses to comply promptly with such notice, the contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.

23. WARRANTY: The Contractor shall warrant satisfactory equipment condition for repair and maintenance work outside the contract for a period of ninety (90) days immediately following completion of such work.

The Contractor shall warrant satisfactory equipment condition for covered systems for a period of ninety (90) days immediately following the contract expiration date.

Warranty service shall be limited to correcting items discovered to be in poor condition due to insufficient upkeep or failure to replace worn parts during the contract period. The Contractor shall correct these deficiencies upon notification by the Contracting Officer. This warranty shall remain valid while other parties perform service on the overall systems in question, provided the individual items requiring warranty service have not been obviously subjected to unnecessary, detrimental treatment by parties other than the Contractor (qualified service performed which is reasonable and necessary to uncover the deficiency shall not void warranty obligations of the Contractor). When directed to correct any such deficiency, the Contractor shall complete the required repairs with the same responsiveness stipulated in Section V, "Performance and Response Time". Each repair performed in satisfying this warranty clause shall include a ninety-day extension of this warranty for the subject item, from the completion date of the related warranty work, as well.

- 24. PRIVACY/SECURITY:-**The Vendor will need to access VA systems in order to perform software upgrades, preventative maintenance and maintenance repairs.

The contractor will have electronic connectivity to the devices and will have access to patient databases or receive screenshots with PHI present.

Any electronic or magnetic data storage devices such as hard drives, etc. shall be turned into the ISO. Electronic or magnetic data storage devices are not to be removed from VA property.

- 25. GOVERNMENT PARTY TO EXECUTE AND MODIFY THE CONTRACT:-** After the contract has been in force for a period of time, it may be necessary to change and/or modify the operations to provide better service. Pursuant to FAR 43.102, no government personnel other than the Contracting Officer can execute contract modifications on behalf of the government.

- 26. END OF SERVICE PERIOD:-**No service shall be performed under this agreement after the contract expiration date without written authority or direction from the Contracting Officer.

(End of Scope of Work