

SIMPLIFIED ACQUISITION PROCEDURES
JUSTIFICATION FOR SOLICITING A SINGLE SOURCE
(ORDER GREATER THAN MICRO-PURCHASE THRESHOLD BUT LESS THAN
SIMPLIFIED ACQUISITION THRESHOLD)

REQUIRED INFORMATION
<p>1. FACILITY:</p> <p>Hines VA Medical Center, 5000 South 5th Ave, Hines, IL 60141-5000.</p>
<p>2. VISN 12, GREAT LAKES ACQUISITION CENTER, 115 SOUTH 84TH STREET, SUITE 101, MILWAUKEE, WI 53214.</p>
<p>3. POC NAME AND TELEPHONE NUMBER:</p> <p>Shirisha Chunchu, (708) 202-3541.</p>
<p>4. VENDOR NAME AND ADDRESS:</p> <p>Netsmart Technologies, Inc., P.O. Box 823519, Philadelphia, PA 19182-3519.</p>
<p>5. DESCRIPTION OF SUPPLIES AND/OR SERVICES:</p> <p>This contract is for yearly support and maintenance for the Addiction Management System (AMS) software used in the Methadone Clinic. A firm-fixed price, base plus four year contract will be awarded the total value will be \$62,509.00.</p> <p>(a) Contractor will maintain the current version of the Licensed Programs in substantial conformance with its Specifications as amended from time to time by Contractor, and with applicable Federal regulatory requirements and laws. Contractor will use its best efforts to either:</p> <p>(i) Correct any reproducible errors or malfunctions in the current or immediately prior release of Licensed Programs by Contractor which prevent it from operating in substantial conformance with said Specifications and applicable Federal regulatory requirements; or</p> <p>(ii) Provide a commercially reasonable alternative that will substantially conform with the Specifications and applicable Federal regulatory requirements and laws.</p> <p>(b) Licensee shall make requests for Support Services by giving Contractor written notice specifying a problem caused by a defect in the Licensed Programs. In making a</p>

verbal request for Support Services, Licensee shall provide Contractor within twenty four (24) hours after such verbal notice with such written information and documentation as may be reasonably prescribed by Contractor.

(c) If analysis by Contractor indicates that a reported problem is caused by a reproducible Problem or Defect, Contractor will use its best efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority 1 will be assigned when the Licensed Program or a material Licensed Program functional component is not operational, such as patient registration or patient dispensing screens. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days.

Priority 2 will be assigned for less critical functions, such as low impact screens and report printing errors. Best efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.

Priority 3 will be assigned to problems not having a major impact on the Licensee's ability to run the Licensed Program but which obviously requires correction. Priority 3 problems will be responded to within ten (10) working days with a corrective plan and scheduled date for the implementation of the correction.

(d) On a timely basis Contractor will also provide Licensee with:

(i) Such updates as are distributed without charge to other Licensees which reflect modifications and incremental improvements made to the Licensed Programs by Contractor;

(ii) An opportunity to obtain enhancements to the Licensed Programs for which charges are imposed on the same terms as such enhancements are generally made available to other Licensees;

(iii) Telephone support to answer Licensee's questions about the Licensed Programs and their use.

(e) Contractor will make technical support personnel available from 6:00 a.m. to 6:00 p.m. E.S.T. Monday through Friday and Saturday from 6:30 a.m. to 2:00 p.m., exclusive of select Contractor holidays. Support staff is available for after-hours support for priority 1 issues.

(f) If reasonable analysis by Contractor indicates that a reported error or malfunction is caused by a problem related to equipment used by Licensee, the equipment's system software, or applicable software other than Licensed Programs, or Licensee's misuse or modification of the Licensed Programs, Contractor's responsibility shall be limited to the correction of the portion, if any, of the problem caused by the Licensed Programs. If repairs are outside the scope of the licensing

agreement, contractor will submit a cost estimate before proceeding.

6. AUTHORITY: FAR 13.106-1 (b): Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements per FAR 6.302-1;

Netsmart is the only vendor who can provide support and maintenance for the AMS software. The software was purchased from Netsmart and they are the only vendor who can provide these services, without losing continuity of services.

7. NATURE & BACKGROUND TO JUSTIFY SOLE SOURCE:

The Hines VA Medical Center requires the Addiction Management System (AMS) from Netsmart which requires the highly specialized and proprietary license software and support. Accordingly, Netsmart is the only firm capable of providing the services described without the Veteran's Health Administration experiencing substantial duplication of cost that could not be expected to be recovered through competition. Any disruption in service would be detrimental to patient care.


8. WILL THESE SAME SUPPLIES AND/OR SERVICES BE NEEDED AGAIN? (If yes, describe the efforts to taken to determine if other products or vendors can meet your future needs. Explain methods of Market Research and Results):

Since equipment and software are propriety and copyrighted it is difficult to remove barriers to competition. Subsequent equipment may need to have multiple service providers in order to prevent barriers to competition. A Presolicitation Sole Source Notice will be posted to FedBizOpps along with the Justification for 10 business days for any responses. Netsmart is the only vendor that can provide support/maintenance for the proprietary software and no other vendor can provide this service. In accordance with FAR Part 10, market research was conducted by posting a Presolicitation Sole Source Notice to FedBizOpps for the proposed acquisition, advising industry of the pending acquisition and soliciting inquiries from interested parties.

9. PRICE ANALYSIS "FAIR AND REASONABLE" : (Describe the basis for anticipating that the price will be fair and reasonable) :

The anticipated cost to the VA is considered fair and reasonable the VA will receive a government discount from the annual commercial price increase. The pricing provided is in line with historical pricing provided to the VA Medical Center.

SUBMITTED BY:


Signature: 

Pharmacy Service,

Shirisha Chunchu

Date: 02/06/13

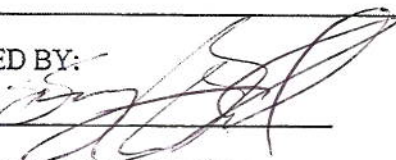
SIGNED BY:


Signature: 

Warranted Contracting Officer

Antonio Reyes

Date: 3/6/2013

APPROVED BY: 

Signature: 

NCM or Product Line Supervisor

Date:

Note: Anything that is over 150K will need to strictly follow the SOP J&A Attachment.