



DEPARTMENT OF  
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES  
*EASTERN STATE HOSPITAL*

NOTICE OF AWARD

**Contract #:** 704-C13001  
**Date:** 11/9/2012  
**Vendor Reference #:** VA10004835

**Name:** ABM HEALTH, INC.  
**Address:** 325 Hopping Brook Road  
Holliston, MA 01746

**Bid/Offer Dated:** 10/01/2012

**In Response to:** IFB #704-B13001

**To Furnish:** CLINICAL/HEALTHCARE EQUIPMENT MAINTENANCE

**During the Period:** 1/1/2013 TO 12/31/2014 (Renewable)

Hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties and other stipulations, if any. The solicitation, your bid or offer and this notice of acceptance constitute the contract.

A handwritten signature in cursive script that reads "Jimmie S. Warren".

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JIMMIE S. WARREN  
Contract Officer

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**Note:** References to “Attachment A” have been changed to read Appendix A

**I. PURPOSE.**

Provide periodic preventive maintenance inspections and corrective maintenance for specified clinical healthcare equipment based on recommendations of the manufacturer, The Joint Commission, and established risk assessment criteria to Eastern State Hospital, hereinafter called the Agency.

**II. BACKGROUND.**

Eastern State Hospital, located in Williamsburg, Virginia, was founded in 1773 with a well-intentioned emphasis on community focused mental health care. The Hospital is situated on approximately 500 acres and consists of two patient care buildings, and a staff of over 900 to care for the 300 patients. Eastern State Hospital is part of The Department of Behavioral Health and Developmental Services system and is accredited by the Joint Commission. Anyone having concerns about the safety or quality of care provided in the hospital may report these concerns to the Joint Commission without fear of negative repercussions. The Joint Commission may be contacted via their website, or their hotline at 1-800-994-6610. ESH promotes a healthy environment. Therefore, the facility and surrounding campus is **tobacco-free**.

Additional information about ESH is available at <http://www.esh.dbhds.virginia.gov>

**III. GLOSSARY OF TERMS.**

The following terms and definitions apply to this IFB and any resulting contract:

**Contractor** – The term “Contractor” refers to the person/firm awarded a contract to provide the goods/services required in this solicitation.

**Bidder** – The term “Bidder” refers to a person/firm who submits a bid in response to this solicitation.

**Until** – Up to the time of or before a specified time.

**IV. CONTRACTOR MINIMUM QUALIFICATIONS.**

The Contractor must have a minimum of three (3) years in business providing the services described herein, be a fully licensed business in Virginia.

**V. SCOPE OF WORK.**

The Contractor shall provide all labor, supervision, equipment, tools, travel, parts, and materials necessary to perform scheduled Preventive Maintenance (PM) and on demand corrective maintenance to maintain the healthcare equipment listed in this section herein and Appendix A. The Contractor shall also provide periodic in-service training as requested by Eastern State Hospital.

**A. Preventive Maintenance Requirements (general):**

1. Inspections shall be performed in accordance with the manufacturer’s specifications and recommended procedures, all applicable federal, state, and local regulations, with particular emphasis on the most recent standards of The Joint Commission, the Association for the Advancement of Medical Instrumentation, the National Electrical Code, and the National Fire

Protection Association. The procedures utilized shall verify that all equipment meets or exceeds the highest possible safety and functional level to ensure the proper care and well-being of the Agency's clients.

2. Preventive maintenance inspections for each healthcare equipment item shall be conducted in accordance with the frequency schedule requested by the Agency. The frequency schedule is based on criteria established by the Agency as part of their Clinical Equipment Management program, and in accordance with standards accepted within the healthcare industry and by The Joint Commission.
3. The Contractor shall maintain accurate and detailed records of all inspections and furnish to the Agency **complete originals** of such records, in a format acceptable to the Agency with **14 calendar days** after completing the inspections. The Contractor shall maintain these original records in maintenance and repair log as specified in Section V.E. Beginning with the initial inspection, all equipment items shall be tagged with inspection stickers indicating the date of the inspection, the date when the next inspection is due, the initials of the inspector, and the Agency generated Preventive Maintenance Inspection (PMI) work order number.
4. The Contractor shall provide the Agency with written or electronic confirmation that all gauging and measuring equipment used to check and calibrate equipment has been calibrated according to the manufacturer's specifications or calibrated within the last twelve (12) months against a standard that is traceable to the National Bureau of Standards.
5. Upon award, the Contractor shall provide to the Agency a written description of the specific preventive maintenance procedure to be performed on each equipment item. The procedure description must be provided in sufficient detail as to be acceptable to the field inspectors of The Joint Commission and to other certifying and licensing bodies as well. **This information shall be provided to the Agency within ten (10) calendar days of contract award.**
6. All preventive maintenance inspections shall be conducted during the specific working hours of 7:00 a.m. through 3:30 p.m., Monday through Friday, excluding State holidays. After a specific inspection is started, it shall be completed within **five (5) working days**. Preventive maintenance inspections shall be coordinated the Agency Technical Representative or designated alternate a minimum of two (2) weeks prior to the inspection.
7. Damages to any of the Agency's healthcare equipment caused by the Contractor's negligence or nonfeasance, which render the equipment inoperable for its intended purpose, shall be repaired at the Contractor's expense with no charge to the Agency. If the equipment is damaged beyond repair (as verified by the manufacturer's representative) by the Contractor's negligence or nonfeasance, the Contractor shall promptly provide new replacement equipment of the same make and model at no cost to the Agency.
8. The Contractor shall perform an initial inspection of all **new** healthcare equipment within **seven (7) calendar days** of notification by the Agency Technical Representative.
9. Requests by the Contractor for extensions of the required submission and performance periods outlined in this Section V.A will not normally be considered by the Agency. If the Contractor encounters emergency or extreme unforeseen difficulties that may prohibit them from meeting such periods, the Contractor shall immediately submit a request for extension via the Agency

Technical Representative to the Agency Contract Officer. The Agency Contract Officer will decide such extension requests on a case-by-case basis.

**B. Preventive Maintenance Requirements (Oxygen/Vacuum Systems):** The Contractor shall perform annual preventive maintenance testing/inspections on five (5) Oxygen Outlets and five (5) Vacuum Outlets located in the AMHTC/Bldg. 2. The work shall be in accordance with the most recent standards of The Joint Commission, the Association for the Advancement of Medical Instrumentation, the National Electrical Code, and the National Fire Protection Association. Services shall include:

1. Testing/inspection of flow, pressure, dew point and purity of each of the oxygen/vacuum outlets to include calibration of oxygen flow meters.
2. System alarm test at local remote panels.
3. Label verification and tagging of major valves and emergency shut-off controls
4. Repairs to outlets shall be on a time and material basis in accordance with the CM procedures established herein.
5. The testing/inspection schedule must be provided to the Agency's Contract Administrator within twenty (20) business days of the contract start date. Listed below are the types, quantities and locations of the outlets:

**C. Corrective Maintenance Requirements:**

1. On an as needed basis, the Contractor shall serve as a single source for the **repair** of equipment listed in Appendix A. The Contractor shall respond on-site within two (2) business days (48 hours) to telephone requests from the Agency Technical Representative for repair of equipment that is considered by the Agency not to be an emergency. **The Contractor shall respond on-site within a maximum of one (1) business day (24 hours) to telephone requests from the Agency Technical Representative for repair of equipment that is considered by the Agency to be an URGENT emergency. The Contractor shall respond on-site to emergency repairs considered CRITICAL within four (4) hours.** In either situation, the Contractor shall inspect the equipment to determine whether it can be repaired within the Contractor's resources, or whether it will need to be sent to another repair service. Equipment repaired by the Contractor will be subjected to appropriate safety checks before being returned as fit for use. Furthermore, the Contractor shall demonstrate to the Agency Technical Representative that the equipment repaired by the Contractor is operational and in compliance with contract specifications and all applicable codes. The Contractor at the Contractor's sole expense shall promptly correct any deficiencies in the Contractor's repair work prior to final acceptance of the repair work.
2. For non-emergency repairs, if the Contractor determines that a specific equipment item cannot be repaired within their resources, the Contractor shall provide verbal and written or electronic notification to the Agency Technical Representative on the same day. The Contractor shall then obtain an estimate for the cost of repair using another vendor source, an estimate for the cost of packing and shipping the equipment and an estimate as to the time the equipment will be out of use. These estimates will be presented to the Agency Technical Representative **within three (3) business days** of the Contractor's determination that another vendor source is needed to complete the equipment repair. The Agency Technical Representative, after receiving approval from the Agency Contract Officer, shall promptly provide verbal approval to the Contractor **prior** to any

repair service being performed by a secondary vendor source. Within one (1) business day (24 hours) after providing verbal approval to use a secondary source, the Agency Technical Representative will document such approval and the cost estimates provided in written or electronic confirmation to the Contractor. The Agency Technical Representative will utilize Agency work order system for such purposes. **For emergency repairs, the above procedures shall be completed within the same business day.**

3. The Contractor shall devise a system by which instrument failures are reported, recorded, and repaired, and a system that shall show the current status of the repair to facilitate monitoring and evaluation of dates and response times. The Contractor shall maintain such records and reports in a maintenance and repair log as specified in Section V.E.
4. The Contractor shall provide the Agency with written or electronic confirmation that all gauging and measuring equipment used to check and calibrate equipment **for corrective maintenance requirements** has been calibrated according to the manufacturer's specifications or calibrated within the last twelve (12) months against a standard that is traceable to the National Bureau of Standards.
5. The Contractor shall be responsible for the pick-up and return of equipment that requires repair work in the Contractor's shop.
6. If the repair of an equipment item will result in extended periods of downtime, the Contractor shall assist the Agency, as necessary, in arranging for loaner or rental equipment of the prescribed make and model to the extent that it is available.
7. Requests by the Contractor for extensions of the required submission and performance periods outlined in this Section V.C will not normally be considered by the Agency. If the Contractor encounters an emergency or extreme unforeseen difficulties that may prohibit them from meeting such periods, the Contractor shall immediately submit a request for extension via the Agency Technical Representative to the Agency Contract Officer. The Agency Contract Officer will decide such extension requests on a case-by-case basis.

#### **D. Parts and Labor:**

1. All parts provided under this contract, by the Contractor or a secondary vendor source shall be new and either genuine manufacturer recommended or authorized replacement parts. All parts shall be covered by the most favorable commercial warranties provided by the manufacturer or the supplier. **Refer to Section III.S, Warranty (Commercial).** The provision or utilization of used parts is strictly prohibited. The utilization of manufacturers' rebuilt or reconditioned parts is subject to approval by the Agency Technical Representative, and is authorized **only** if each rebuilt/reconditioned part is warranted for the same period and under the same conditions as the specific manufacturer's identical (same make/model) new part. The Contractor shall either maintain an adequate inventory of these parts or shall have such parts readily available from a supplier to fulfill the requirements of the contract.
2. **Preventive maintenance parts** shall be considered part of the contractual service and shall not be charged to the Agency. **Corrective maintenance parts and materials** are to be charged to the Agency only with **prior approval** from the Agency Contract Officer, and only then at the Contractor's **invoiced cost, without markup**. The Contractor's invoiced cost shall consistently include the **best available discount** from the manufacturer's suggested list price. The Contractor

shall submit documentation of their invoiced cost plus, with substantiation of all applicable manufacturer/supplier discounts, to the Agency Contract Officer for approval.

3. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent in transportation of personnel is not chargeable directly but is considered overhead and must be included in the hourly rates bid for labor. As stated in Section V.C.2, the Contractor may periodically be required to provide a cost estimate for repair of equipment by a secondary vendor source. When such cost estimates are required, the Contractor's labor involved shall not be charged directly but is considered overhead and must be included in the hourly rates bid for labor.

**E. Documentation:**

1. The Contractor shall maintain, in a designated location within the Agency, a preventive maintenance and equipment repair (corrective maintenance) log for each item of equipment listed in Appendix A or subsequently added to that list. Each folder (hard copy or electronic as agreed upon by the Agency) will contain **original** detailed records of all inspections and specific written (typewritten or computer generated) reports which describe the maintenance and repair services performed for that equipment item. All such records and reports shall be provided in sufficient detail and a format acceptable to Agency Administration and The Joint Commission Inspectors, and shall become the property of the Agency.
2. The Contractor shall obtain and maintain duplicate copies of operating and maintenance manuals for each equipment item listed in Appendix A or subsequently added to that list. The Contractor shall bring their copies of the appropriate equipment operating and maintenance manuals when performing preventive and corrective maintenance services. The Contractor shall provide to the Agency, at no charge, any updates/revisions to equipment operating and maintenance manuals that they obtain from manufacturers and/or suppliers.

**F. Equipment List:**

1. **Inventory Control** – The inventory shown at **Appendix A** is the most current inventory available. This inventory is provided for the sole purpose of providing offerors an accurate list for pricing purposes. Upon award, the Contractor shall be responsible for conducting a thorough search of the entire grounds in order to establish a completely updated inventory. This shall be accomplished within twenty (20) days of award. The Contractor shall then assume responsibility for updating and maintaining the inventory. Inventory control/responsibility shall include, but not be limited to, the following:
  - a. Providing the Agency with an updated, accurate, computerized printout of the inventory upon request. The printout shall include, as a minimum, the following:
    - 1) Equipment inventory control number
    - 2) Equipment description
    - 3) Manufacturer
    - 4) Model #
    - 5) Serial #
    - 6) Agency location data (e.g., building, floor, room, etc.)
    - 7) PM frequency

- b. Ensuring that each piece of equipment in the revised inventory has a corresponding file in the documentation retained at the Agency.
  - c. The Contractor shall provide the Agency a copy of the most current inventory listing within three (3) business days of the request.
  - d. Any change to a PM frequency or status the Contractor proposes must be approved in advance by the Purchasing Office prior to the change.
  - e. Added/Deleted or Re-located Items:
    - 1) When the Agency requests an item be added to the inventory the Contractor shall comply with the requirements of Incoming Inspections of New Equipment as stated in V.F.2 below. After the incoming inspection is complete the equipment item will be added to the equipment inventory listing.
    - 2) Any piece of equipment that the Contractor proposes to delete from the inventory must be approved by the Contract Administrator prior to deletion.
    - 3) When the Agency requests the Contractor to delete or re-locate an item or items from the inventory the deletion shall happen in a timely manner. The Contractor must have a process detailing in writing for deleting or re-locating equipment.
2. **Incoming Inspections (New Equipment)** – The Contractor shall perform an initial inspection of all new biomedical equipment purchased by the Agency prior to being placed in service. Incoming inspections will be billed at the CM hourly rate according to the time it takes to complete the inspection (i.e. time spent to locate item, record inventory data, perform inspection and safety tests, attach the inventory ID label and to set up its inventory file). Requests for incoming inspections will be made by the Contract Administrator or a member of the Purchasing Department either directly with the technician or by calling the Contractor's service department or by submission of an Equipment Repair or Service Form. The inspection shall be made on the same day as the notification if the technician is on grounds that day, or on the technician's next visit to the facility.
3. **Fluctuations/Revision** – The Agency's biomedical equipment inventory will fluctuate as new equipment is added and older equipment is deleted. These minor fluctuations will not however result in changes to the contract price. Additions and deletions will largely offset each other, thereby keeping the inventory level relatively constant. However, the Contractor may present evidence to the Agency in support of a substantial increase in inventory. If, upon review, the Agency finds that the evidence supports a substantial increase, the Agency and the Contractor may make an equitable adjustment to the contract price. If the Agency determines at any point that a substantial decrease has incurred, the contract price will be adjusted accordingly.
4. **Electronic Access to Account Information** – The Contractor shall provide access to account information via an Internet connection to allow real time retrieval of the most current equipment inventory and account actions. The site must include functionality to provide information related to:
- a. Safety Reports that provide information relative to any safety issues associated with particular equipment category or individual equipment item.

- b. Asset History that provides access to information on work orders for active and inactive assets. Functionality must include filtering by department or asset number.
- c. Inventory showing active assets with the ability to sort by department.
- d. Warranty Expirations information with the ability to sort by expiration date, department or asset number.
- e. Transaction information that shows inventory additions or removals.

**Note:** See F.1. above

**G. Contractor's Employees:**

1. The Contractor shall designate one primary technician to service the account and an alternate technician in the event the primary technician is unavailable to prevent backlogs of PMs, CMs or incoming inspections.
2. All personnel used by the Contractor for the performance of this work shall be factory certified with the appropriate training, licensure, and experience in providing preventive and corrective maintenance for healthcare equipment, specifically the equipment listed in Appendix A. The Agency reserves the right to refuse to accept services from any personnel deemed by the Agency to be unqualified or unable to perform the required services. The Contractor shall promptly provide evidence of training, qualifications, and/or licensure for any personnel performing work under this contract when requested by the Agency. **The Contractor shall provide such documentation for all personnel initially assigned to this contract within ten (10) days of award of the contract.**
3. All Contractor personnel shall wear appropriate apparel at all times while on Agency premises and shall have in their possession some form of Contractor employee identification.
4. When the Contractor's personnel arrive on site, they shall be required to check in with the Agency Technical Representative or designated alternate and obtain the necessary identification badges and keys. Each Contractor employee will wear badges. Upon completion of the work, the Contractor's personnel shall follow Agency check out procedures and return all badges, keys, and records/reports of the work accomplished to the Agency Technical Representative or designated alternate.

**H. Consultation:** The Contractor shall provide, **at no additional cost**, consultation to the Agency regarding evaluation of healthcare equipment for purchase or replacement. The Contractor shall also provide, **at no additional cost**, a representative to attend and act as the Agency's healthcare equipment maintenance representative during The Joint Commission, Medicaid, and State inspections.

**I. Training:**

1. The Contractor shall provide a representative, as requested by the Agency, to assist in conducting in-service training on the proper use and application of the equipment listed in Appendix A, as well as any equipment items added to the list during the contract period.

2. The Agency Technical Representative will notify the Contractor when training is needed for an equipment item. The Contractor shall schedule the requested training within thirty (30) days of the request. The Contractor shall provide the Agency Technical Representative with a training syllabus no later than two (2) weeks prior to the scheduled training. The syllabus will be reviewed and pre-approved by Agency Technical Representative and the Contractor will be notified of any training areas that require change. The Contractor shall promptly incorporate such changes into the syllabus in coordination with the Agency Technical Representative, and shall provide to the Agency the final approved version of the training syllabus prior to the scheduled training.

**J. Additional Procedures:**

5. During work in any building, the Contractor will maintain security of all tools, parts, appliances or testing apparatus. During and following performance of work, the technician will maintain the work area free of loose parts, screws, etc., and will make certain to deposit all debris or loose parts into an appropriate trash container.
6. Parking. The Contractor shall only park in approved spaces. The Contractor shall ensure that the technician's vehicle has some form of identification that clearly indicates the company name.

**VI. ~~OPTIONAL PRE-BID CONFERENCE~~ – NOT PART OF AWARD****VII. GENERAL TERMS AND CONDITIONS.**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for

individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to

shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

b. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of

work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain

these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- Y. **SET-ASIDES:** NOT APPLICABLE TO AWARD. PROCUREMENT NOT SET-ASIDE.

- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### VIII. SPECIAL TERMS AND CONDITIONS.

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Agency will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Agency has purchased or uses any of its products or services, and the contractor shall not include the Agency in any client list in advertising and promotional materials.
- B. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- C. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AWARD:** The Commonwealth will make the award on a Total Annual Estimated Cost basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- E. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- F. **BID EVALUATION PROCEDURES:** Bid prices will be evaluated on the basis of the firm fixed price for firm hourly rates for on call, emergency, major repairs and overtime hourly rates indicated by the

Bidder in Section X, Pricing Schedule. The low bidder shall be determined using the following hypothetical scenario:

During the contract period the Contractor provides on call maintenance service as specified in the contract performing repairs using the indicated number of hours of each category of labor.

**BIDDER DO NOT FILL IN THE BLANK SPACES.** This example is only intended to illustrate the evaluation procedure to be used.

Preventive Maintenance Clinical Healthcare Equipment:	\$ _____ (annual amount)
Preventive Maintenance Inspection Oxygen/Vacuum System:	\$ _____ (annual amount)
80 hours Corrective Maintenance at \$ _____/hr:	\$ _____ (annual estimate)
20 hours Emergency Corrective Maintenance at \$ _____/hr:	\$ _____ (annual estimate)
Total Cost for Year:	\$ _____

- G. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. **CONTRACTOR PROPERTY DAMAGE:** The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work site.
- I. **CONTRACTOR’S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.
- ~~K. **IDENTIFICATION OF BID ENVELOPE:** NOT PART OF AWARD. SOLICITATION ONLY~~
- L. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- M. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. (Use Appendix B)

- N. **RENEWAL OF CONTRACT:** This contract may be renewed by the purchasing agency for a period of four (4) successive one-year periods only under the terms and conditions of the original contract except as stated in 1. and 2. below. Written notice shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the purchasing agency elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall be the contract prices of the original contract increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during the first one-year renewal the purchasing agency elects to exercise the option to renew the contract for the second additional one-year period, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor statistics for the latest twelve months for which statistics are available.
- O. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- P. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty shall be furnished with any items installed under any resulting contract.
- Q. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- R. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  2. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
    - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
  3. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
    - a. DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
    - b. Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

4. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- S. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

T. **COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):**

1. Except as otherwise limited in this contract, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the Department of Behavioral Health and Developmental Services (DBHDS) as specified in this contract. In performance of contract services, Contractor agrees to:
  - a. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
  - c. Report to the DBHDS any use or disclosure of PHI not provided for by this Contract of which it becomes aware;

- d. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DBHDS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164 and the American Recovery and Reinvestment Act (P.L. 111-5) when effective;
- e. Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- f. Report to the DBHDS any security incident of which it becomes aware;
- g. Contractor shall notify DBHDS of a breach of unsecured PHI on the first day on which such breach is known by Contractor or an employee, officer or agent of Contractor other than the person committing the breach, or as soon as possible following the first day on which Contractor or an employee, officer or agent of Contractor other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Contractor to have been, accessed, acquired, used or disclosed during the breach. Contractor shall also provide DBHDS with any other available information at the time Contractor makes notification to DBHDS or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Contractor believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Contractor is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches;
- h. For purposes of this paragraph, unsecured PHI means PHI which is not encrypted or destroyed. Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule or this contract which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual;
- i. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents to whom contractor provides PHI received from, or created or received by a contractor on behalf of the DBHDS;
- j. Provide access to PHI contained in a designated record set to the DBHDS, in the time and manner designated by the DBHDS, or at the request of the DBHDS, to an individual in order to meet the requirements of 45 CFR 164.524;
- k. Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DBHDS;
- l. Document and provide to DBHDS information relating to disclosures of PHI as required for the DBHDS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- m. Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by a contractor on behalf of DBHDS, available to the Secretary of

the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;

- n. At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of the DBHDS that the contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
2. Contractor may use or disclose PHI received from the DBHDS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

## IX. METHOD OF PAYMENT.

- A. **Preventative Maintenance and Testing:** The contractor will be paid monthly on the basis of invoices submitted for one-twelfth (1/12<sup>th</sup>) of the annual amount for Preventative Maintenance and Testing/Inspection Services. Invoices shall be submitted no later than the tenth (10<sup>th</sup>) of the month following the month in which services were performed.
- B. **Corrective Maintenance:** The contractor will be paid monthly on the basis of invoices submitted for Corrective Maintenance Services provided during the previous month. Invoices shall be submitted no later than the tenth (10<sup>th</sup>) of the month following the month in which services were provided.
- C. **Invoice Documentation:** Invoices will detail the number of hours at the contract hourly rate for corrective maintenance and any parts installed during the period for which the contractor is invoicing as detailed in Section V, D. Each monthly invoice shall be accompanied by a copy of each service ticket billed during the invoice billing period and a monthly summary of all repairs made during the billing period. The summary shall list the ticket number, date, item, labor hours expended, total labor charges, parts cost, individual repair total and monthly repair total.

Copies of all invoices shall be submitted to the following address:

Eastern State Hospital  
Accounts Payable  
4601 Ironbound Road  
Williamsburg, VA 23188-2652

**X. PRICING SCHEDULE.**

Included as Appendix G as contained in Contractor's Bid.

**XI. APPENDICES.**

Appendices A through F below included by reference contained in Contractors Technical Proposal and Bid Price:

A – Equipment Inventory

B – Small Business Subcontracting Plan

C – Bidder Data Sheet

D – W-9/Request for Taxpayer Identification and Certification

E – State Corporation Commission Form

F – Contractor Bid Technical Proposal

G – Contractor Bid Signature Page

H – Contractor Bid Price Page

**APPENDIX G- CONTRACTOR BID SIGNATURE PAGE**

**INVITATION FOR BIDS**

Issue Date: 9/4/2012

Title: Clinical/Healthcare Equipment Maintenance

Commodity Code: 93856

Issuing Agency: EASTERN STATE HOSPITAL  
PURCHASING  
AMHTC, BLDG. 2  
4601 IRONBOUND ROAD  
WILLIAMSBURG, VIRGINIA 23188-2652

Period of Contract: 1/1/2013 to 12/31/2014 (renewable)

**Sealed Bids Will Be Received Until 2:00 p.m., 10/3/2012 For Furnishing the Goods/Services Described Herein.**

All Inquiries for Information Should Be in Writing and Directed To: Jim Warren, VCO, Eastern State Hospital, Phone: (757)208-7951, fax: (757)253-4736, or e-mail: jimmie.warren@dbhds.virginia.gov

**BIDS ARE TO BE MAILED OR DELIVERED DIRECTLY TO:**

Jimmie S. Warren, VCO  
Eastern State Hospital  
Purchasing  
AMHTC, Bldg. 2, 2<sup>nd</sup> Floor  
Williamsburg, VA 23188-2652

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services At The Prices As Indicated In Section IX, Pricing Schedule.

<u>ABM Health, Inc.</u> <b>Company Name</b>	 <b>Signature</b>
<u>325 Hopping Brook Road</u> <b>Street Address</b>	<u>Paul C. Monahan, Jr.</u> <b>Print Name</b>
<u>Holliston</u> / <u>MA</u> / <u>01746</u> <b>City State Zip Code</b>	<u>Chief Operating Officer</u> <b>Title</b>
<u>04-2746437</u> <b>FEI/FIN Number</b>	<u>(508) 893 - 9500 / (508) 893 - 9501</u> <b>Telephone Number Fax Number</b>
<b>Email:</b> <u>Paul.Monahan@abm.com</u>	<b>Date:</b> <u>10/01/2012</u>

**Pre-Bid Conference: See Section VI.**

**APPENDIX H - CONTRACTOR BID PRICE PAGE**

**X. PRICING SCHEDULE.**

A. **Preventive Maintenance Clinical Healthcare Equipment:** The Bidder agrees to furnish all labor, material and equipment necessary to provide Preventive Maintenance in accordance with the Scope of Service and General & Special Terms and Conditions stated herein at the following price:

\$ 36,480.00 \_\_\_\_\_ /Annual Cost (will be pro-rated monthly)

B. **Preventive Maintenance/Testing Inspection of Oxygen/Vacuum Systems:** The Bidder agrees to furnish all labor, material and equipment necessary to provide Preventive Maintenance/Testing and Inspection in accordance with the Scope of Service and General & Special Terms and Conditions stated herein at the following price:

\$ 386.00 \_\_\_\_\_ /Annual Cost (will be pro-rated monthly)

C. **Corrective Maintenance:** The Bidder proposes to furnish all labor, material and equipment necessary to provide Preventive Maintenance in accordance with the Scope of Service and General & Special Terms and Conditions stated herein at the following prices:

1. \$ 120.00 \_\_\_\_\_ Per Hour (Routine CM)

2. \$ 155.00 \_\_\_\_\_ Per Hour (Emergency CM)

D. **Parts:** Parts shall be itemized separately. The Agency shall be notified when parts are required. The Contractor shall bill the Agency for the cost of parts approved for replacement (including any freight charges paid by the Contractor) in accordance with Section V.D.2. An estimated NOT TO EXCEED amount for parts replacement during the contract period will be inserted by the Agency upon award of contract.

**XI. APPENDICES.**

- A – Equipment Inventory
- B – Small Business Subcontracting Plan
- C – Bidder Data Sheet
- D – W-9/Request for Taxpayer Identification and Certification
- E – State Corporation Commission Form

**NOTICE: THIS PAGE MUST BE SUBMITTED IN A SEPARATE ENVELOPE**