

## **Request for Proposals**

## RFP # 20305

## **Durable Medical Equipment Maintenance and Repair RFP**

**Issued: May 3, 2023** 

#### **DESIGNATED CONTACT:**

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the "**Department**" or as "**DOH**") identifies the following designated person to whom all communications attempting to influence the Department's conduct or decision regarding this procurement must be made.

Sue Mantica
Bureau of Contracts
New York State Department of Health
Corning Tower, Room 2827
Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12237
Telephone: 518-474-7896

Email Address: sue.mantica@health.ny.gov

#### PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department ^ identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

Vincent Fargione
Office of Health Emergency Preparedness
New York State Department of Health
800 North Pearl Street
Menands, New York 12204
Telephone: 518-225-9861

Email Address: <a href="mailto:dmerfp@health.ny.gov">dmerfp@health.ny.gov</a>

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#### 1.0 CALENDAR OF EVENTS

RFP 20305 - DURABLE MEDICAL EQUIPMENT MAINTENANCE AND REPAIR RFP		
EVENT	DATE	
Issuance of Request for Proposals	05/03/2023	
Deadline for Submission of Written Questions	05/19/2023 <b>4:00 p.m. ET</b>	
Responses to Written Questions Posted by DOH	On or About 06/06/2023	
Deadline for Submission of Proposals	06/23/2023 <b>4:00</b> p.m. ET	
Anticipated Contract Start Date	01/01/2024	

#### 2.0 OVERVIEW

Through this Request for Proposals ("RFP"), the New York State ("State") Department of Health (the "Department" or "DOH") is seeking competitive proposals from qualified bidders to provide the maintenance of Durable Medical Equipment as further detailed in <u>Section 4.0</u> (Scope of Work). It is the Department's intent to award one (1) Contract from this procurement.

## 2.1 Introductory Background

The New York State Department of Health Medical Emergency Response Cache (NYS DOH MERC) along with other state medical warehouses stockpile multiple types of Durable Medical Equipment (DME) that require preventative maintenance (PM) and repairs. Any DME within the stockpiles that has been identified for preventative maintenance (PM) must have the PM conducted in accordance with the manufacturer's specifications. Also, any repairs must be conducted in accordance with the manufacturer's specifications.

#### 2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, <u>Attachment 8</u>, the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this RFP in the terms of <u>Attachment 8</u>, **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP (see, <u>Section 5.2</u>). Please note that this RFP and the awarded Bidder's Bid will become part of the Contract as Appendix B and C, respectively.** 

It should be noted that Appendix A of <u>Attachment 8</u>, "Standard Clauses for New York State Contracts", contains important information, terms and conditions related to the Contract to be entered into as a result of this RFP and **will be incorporated, without change or amendment**, into the Contract entered into between DOH and the successful Bidder. By submitting a response to this RFP, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, <u>Attachment 7</u>, the Bidder's Certified Statements, **must** be submitted by each Bidder and includes a statement that the Bidder accepts, **without any added conditions**, **qualifications or exceptions**, the Contract terms and conditions contained in this RFP including any exhibits and attachments, including, without limitation, <u>Attachment 8</u>. It also includes a statement that the Bidder acknowledges that, should any alternative

proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in <u>Section 5.2</u> (Questions) prior to the deadline for submission of written questions indicated in <u>Section 1.0</u> (Calendar of Events). Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all Bidders equally.

## 2.3 Term of the Agreement

The term of the Contract that will be entered into pursuant to this RFP between the Department and the successful Bidder is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in <u>Section 1.0</u>, subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

## 3.0 BIDDERS' MINIMUM QUALIFICATIONS TO PROPOSE

The NYSDOH will only accept bid proposals the Bidder must meet all of the following types and levels of experience:

- Bidder must have two (2) years of experience preforming preventative and corrective maintenance on DME for a facility with an inventory size of 10,000 items or more; and
- Bidder or their proposed Subcontractor must be manufacturer certified for each applicable make and model of DME (list of DME makes/models listed below in Section 4.1.1 Preventative Maintenance.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a "prime Contractor" is defined as one who has the Contract with the owner of a project or job and has full responsibility for its completion. A prime Contractor undertakes to perform a complete Contract and may employ (and manage) one or more subcontractors to carry out specific parts of the Contract.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

#### 4.0 SCOPE OF WORK

This Section describes the preventative and corrective maintenance services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the Contract term.

**PLEASE NOTE**: Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

The terms "bidders", "vendors" and "proposers" are also used interchangeably. For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Contractor's/Bidder's duties.

#### 4.1 Tasks/Deliverables

#### 4.1.1 Preventative Maintenance

Preventative Maintenance (PM) will be required to be performed routinely, based upon recommended PM schedule of the manufacturer specifications. Resources are housed in various state medical warehouses in the following cities:

- Brentwood
- Hopewell Junction
- Guilderland
- Amsterdam
- Geneva
- Monroe

For the following types and models of Durable Medical Equipment (DME):

- Ventilators:
  - Models are the LTV 1200, Trilogy EV300, Ventec VCSN pro, Ventec V pro, Ventec VC pro
  - Estimated quantities are 5,231 ventilators across the makes/models.
- Oxygen Concentrator Maintenance
  - Models is the Max Flow 10L- M10.
  - Estimate quantities are 3,000 concentrators.
- Pulse Oximeters
  - Model is the Santa Med SM-165.
  - Estimated quantities are 30,000 oximeters.
- Infusion Pumps
  - Model is the Qcore Sapphire.
  - o Estimated quantities are 3,000 pumps.
- Continuous Positive Airway Pressure (CPAP)
  - Model is Remstart Plus C-Flex.
  - Estimate quantities are 25 CPAPs.
- Bilevel Positive Airway Pressure (BiPAP)
  - Models are the BMC Resmart GII and Yuwell
  - Estimated quantities are 5,231 BiPAPs.
- Oxygen Tanks
  - Models are the Luxfer and Thunderbird.
  - Estimated quantities are 5,000 tanks.
- X-Ray Machines
  - o Models are the GE AMX4 Plus and Fujifilm Mobile FDR.
  - Estimated quantities are 50 X-Ray machines.

#### 4.1.2 Repairs

While preforming the routine PM, the Contractor may determine that a repair to the DME is needed in order for the DME to pass PM and be maintained in in operational shape.

In the event this occurs, the Contractor will notify the NYS DOH Office of Health Emergency Preparedness Logistics Team by email at <a href="mailto:nysmerc@health.ny.gov">nysmerc@health.ny.gov</a>. The email must contain the Model, Make and Serial number of the piece of equipment needing repair(s). The email must also contain a quote for the total cost of the repair(s). The Logistics Team will review the request, determine appropriateness and cost effectiveness of the repair(s) and make a determination on whether or not to authorize the repair(s). The Contractor is not to conduct any repair without written approval from the Logistic team to move forward with the repair(s).

## 4.1.3 Transportation

The Contractor must have the ability to transport all the makes and models of DME listed in Section 4.1.1 from the State medical warehouses where the DME are located to their shop or the shop of a subcontractor to complete the PM or approved repair(s), if NYS is not able to arrange transportation. NYS medical warehouses all have loading docks and can handle any size vehicle. Staff at the warehouses will load and unload transportation vehicles.

In the event this occurs, the Contractor will coordinate with the NYS DOH Office of Health Emergency Preparedness Logistics Team by email at <a href="mailto:nysmerc@health.ny.gov">nysmerc@health.ny.gov</a>. The email must contain the Model, Make and Serial number of the piece of equipment needing to be moved from the warehouse to another location. The email must also contain the location the piece of equipment will be moved to, the estimated length of time the equipment will be relocated to that location and the requested pick up and drop off dates and time. The Logistics Team will review the request, determine appropriateness and make a determination on whether or not to authorize the temporary relocation of the equipment for PM or repair(s). The Contractor is not to transport any piece of equipment without written approval from the Logistic team.

Transportation needed for routine Preventative Maintenance or approved Repairs will be arranged by the Contractor with the NYS DOH Office of Health Emergency Preparedness Logistics Team will only occur during normal business hours of Monday through Friday between the hours of 8:00AM and 4:00PM. (Excluding State Holidays).

These State Holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (3rd Monday in January)
- Lincoln's Birthday (February 12)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

It is anticipated that the Contractor will be able to transport a minimum of 12 pallets of DME at a time and will need to transport DME from the State medical warehouse to the Contractor's warehouse or other identified location and back to the State medical warehouse approximately 75 time per year.

#### 4.1.4 Emergency Service

The availability of this equipment to be quickly deployed and ready for use is essential to the NYS DOH Office of Health Emergency Preparedness Logistics Team. Therefore, should an emergency arise, the Contractor shall provide 24- hour-a-day, 7 days-a week, emergency service under which a certified, qualified serviceperson will report to the site where the equipment is located when requested by the Logistic Team within one (1) day after receipt of request for Emergency Service. The Contractor must submit their request for repairs pursuant to the process detailed in Section 4.1.2 by the end of the following working day, unless otherwise approved by the Logistic Team.

## 4.2 Staffing

The Contractor will be responsible for providing sufficient certified, trained and qualified staffing to fulfill the requirements of this Contract. The Contractors Staff must, at all time, wear a uniform which displays the Contractor's name. The MERC warehouse are secured locations, the Contractor's staff must have a badge, displayed on them at all times while at the facilities. The Contractor's staff shall follow all facility registration and sign-in procedures for all visits to the facility.

The Department reserves the right to reject any employee of the Contractor at any time and require their immediate replacement with staff acceptable to the Department.

## 4.3 Reporting

The Contractor will provide weekly reports of all PM conducted and monthly on all repairs completed. The reports will be sent to DOH OHEP Logistics Team at <a href="mailto:nysmerc@health.ny.gov">nysmerc@health.ny.gov</a>. Reports must include the model, make and serial number of DME, the work/repair completed, the results of the work/repair completed, and the date the next PM is due for that piece of equipment.

## 4.4 Security

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate security requirements in place. Contractor is required to include in all subcontracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

The Contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable. Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the DOH as well as with all applicable State and Federal requirements, in performance of the Contract.

#### 4.5 Transition

The transition represents a period when the current Contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the Contract Term.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted documentation of Preventative Maintenance services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the Contract through the end of the Contract to the Department or another Department agent should that be required during or upon expiration of its Contract.

The Contractor shall provide technical and business process support as necessary and required by the Department to transition and assume Contract requirements to the Department or another Department agent should that be required during or at the end of the Contract.

The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the Contract to the Department or another Department agent should that be required during or upon expiration of its Contract. The plan and documentation must be submitted to the Department no later than twelve (12) months before the last day of its Contract with the Department of Health or upon request of the Department.

#### 4.6 Payment

Payment of invoices and/or vouchers submitted by the Contractor pursuant to the terms of the Contract entered into pursuant to this RFP by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

The Contractor will submit invoices monthly for expenses incurred based upon the actual PM conducted and repairs completed that month. Invoices must be accompanied with approvals to preform repairs and reports reflecting the actual work conducted and completed on the invoices. Pricing will have to be within compliance and scope of work will need to complete to manufacturers specs.

Any costs related to transporting the DME off-site for PM will be reimbursed to the Contractor based upon a flat rate per round trip transport of 12 pallets of DME and the mileage between the location of the DME and the location of the Contractor's repair location, multiplied by the current Internal Revenue Service's mileage reimbursement rate.

#### 4.7 Subcontracting

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that all the requirements of this RFP is met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime Contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Contract.

**NOTE:** Subcontractors whose Contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime Contractor.

## 4.8 Contract Insurance Requirements

Prior to the start of work under the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, insurance of the types and in the amounts set forth in <a href="Attachment 8">Attachment 8</a>, the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

#### 4.9 Minority & Women-Owned Business Enterprise (M/WBE) Requirements

Pursuant to New York State Executive Law Article 15-A, the Department recognizes its obligation to promote opportunities for maximum feasible participation of **certified** minority-and woman-owned business enterprises and the employment of minority group members and women in the performance of DOH Contracts.

## **Business Participation Opportunities for M/WBEs**

For purposes of this RFP, DOH hereby establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises ("MBEs") participation and 15% for Women-Owned Business Enterprises ("WBEs"), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this RFP must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that DOH may withhold payment pending receipt of the required M/WBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs can be viewed at: <a href="https://ny.newnyContracts.com">https://ny.newnyContracts.com</a>. The directory is found in the upper right-hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory". Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged, and all communication efforts and responses should be well documented to establish Contractor's "good faith efforts".

By submitting a Bid in response to this RFP, a Bidder agrees to complete an M/WBE Utilization Plan (<u>Attachment 5</u>, Form #1) for this RFP. DOH will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days after Bidder's receipt of such notice. DOH may disqualify a Bidder as being non-responsive to this RFP under the following circumstances:

- a) If a Bidder fails to submit a M/WBE Utilization Plan:
- b) If a Bidder fails to submit a written remedy to a notice of deficiency:
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this RFP established by the Department;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOH but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor **may** be required to pay to the Department liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the Contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

A New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to <a href="mailto:dmerfp@health.ny.gov">dmerfp@health.ny.gov</a> before the Deadline for Questions as specified in <a href="mailto:Section 1.">Section 1.</a> (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.)

## 4.10 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by NYS-certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <a href="https://ogs.ny.gov/veterans/">https://ogs.ny.gov/veterans/</a>

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or <a href="https://www.veterans.org/veterans.org/">Veterans.org/vetera

#### 5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

#### 5.1 Restricted Period

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement Contract with DOH and ending with the final Contract award and approval by DOH and, where applicable, final Contract approval by the Office of the State Comptroller.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies designated contacts on face page of this RFP to whom all communications attempting to influence this procurement must be made.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this Contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the "restricted period" may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

#### 5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to <a href="mailto:dmerfp@health.ny.gov">dmerfp@health.ny.gov</a> It is the bidder's responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in Section 1.0 (Calendar of Events). Questions received after the deadline may not be answered.

## 5.3 Right to Modify RFP

DOH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOH, at any time prior to the Deadline for Submission of Proposals specified in <a href="Section 1.0">Section 1.0</a> (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If a prospective bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify DOH of such error in writing at <a href="mailto:dmerfp@health.ny.gov">dmerfp@health.ny.gov</a> and request clarification or modification of the RFP.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the Contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

## 5.4 DOH's Reserved Rights

The Department of Health reserves the right to:

- 1. Reject any or all proposals received in response to the RFP;
- 2. Withdraw the RFP at any time, at the Department's sole discretion;
- 3. Make an award under the RFP in whole or in part;
- 4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- 5. Seek clarifications and revisions of proposals;
- 6. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and/or selection under the RFP;
- 7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- 8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments:
- 9. Change any of the scheduled dates;
- 10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- 11. Waive any requirements that are not material;
- 12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State;
- 13. Conduct Contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
- 14. Utilize any and all ideas submitted in the proposals received;
- 15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any bid is subject to withdrawal communicated in a writing signed by the bidder; and,
- 16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

## 5.5 Debriefing

Once an award has been made, a Bidder may request a debriefing of their Bid. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. A Bidder's request for a debriefing must be received by the Department no later than fifteen (15) business days after the date of the award notification to the successful Bidder or non-award announcement to the unsuccessful Bidder, depending upon whether the Bidder requesting the debriefing is the successful Bidder or an unsuccessful Bidder.

#### 5.6 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, the protesting Bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the OSC's Guide to Financial Operations, which is available on-line at: <a href="http://www.osc.state.ny.us/agencies/guide/MyWebHelp/">http://www.osc.state.ny.us/agencies/guide/MyWebHelp/</a>

## 5.7 Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. Any portion of the Bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the Bid as specified in Section 6.1.2. of this RFP. If the Department agrees with the proprietary claim, the designated portion of the Bidder's Bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

## 5.8 Piggybacking

New York State Finance Law section 163(10)(e) (see also <a href="https://ogs.ny.gov/procurement/piggybacking-using-other-existing-Contracts-0">https://ogs.ny.gov/procurement/piggybacking-using-other-existing-Contracts-0</a>) allows the Commissioner of the NYS Office of General Services to consent to the use of the Contract entered into pursuant to this RFP by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

## 5.9 Intellectual Property

Any work product created pursuant to this RFP and the Contract awarded hereunder and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

#### 6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals, and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

## 6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. An Administrative Proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

#### 6.1.1 Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed Attachment 1, "Prior Non-Responsibility Determinations."

#### 6.1.2 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See <u>Section 5.7</u>, (Freedom of Information Law)

#### 6.1.3 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <a href="http://www.osc.state.ny.us/vendrep/index.htm">http://www.osc.state.ny.us/vendrep/index.htm</a> or go directly to the VendRep System online at <a href="http://www.osc.state.ny.us/vendrep">www.osc.state.ny.us/vendrep</a>.

Bidders must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at <a href="mailto:ciohelpdesk@osc.state.ny.us">ciohelpdesk@osc.state.ny.us</a>.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, <a href="www.osc.state.ny.us/vendrep">www.osc.state.ny.us/vendrep</a>, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidders should complete and submit the Vendor Responsibility Attestation, <a href="Attachment 3.">Attachment 3.</a>

#### 6.1.4 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Submit <u>Attachment 4</u>, Vendor Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. <u>Attachment 4</u> must be signed by an individual authorized to bind the Bidder Contractually.

#### 6.1.5 M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in <a href="Attachment 5">Attachment 5</a>, "Guide to New York State DOH M/WBE RFP Required Forms."

#### 6.1.6 Encouraging Use of New York Businesses in Contract Performance

Submit <u>Attachment 6</u>, "Encouraging Use of New York State Businesses in Contract Performance" to indicate the New York Businesses you will use in the performance of the Contract.

#### 6.1.7 Bidder's Certified Statements

Complete, sign and submit <u>Attachment 7</u>, "Bidder's Certified Statements", which includes information regarding the Bidder. <u>Attachment 7</u> must be signed by an individual authorized to bind the Bidder Contractually. Please indicate the title or position that the signer holds with the Bidder.

## 6.1.8 Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, <a href="https://doi.org/10.2016/j.com/nat/40/2016/j.com

#### 6.1.9 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Bidder should complete and submit <u>Attachment 11</u> certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

## 6.1.10 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit <u>Attachment 12</u> certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

#### 6.1.11 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all Contractors, including subcontractors, that provide consulting services for State purposes pursuant to a Contract to submit an annual employment report for each such Contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a Contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting Contract. This report must be submitted annually to the Department, the Office of the State Comptroller, and Department of Civil Service.

Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at: <a href="http://www.osc.state.ny.us/agencies/forms/ac3271s.doc">http://www.osc.state.ny.us/agencies/forms/ac3271s.doc</a> and <a href="http://www.osc.state.ny.us/agencies/forms/ac3272s.doc">http://www.osc.state.ny.us/agencies/forms/ac3272s.doc</a>.

## 6.1.12 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractor's sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a Contract awarded to an offeror meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department and Form ST-220-TD with the DTF. These requirements must be met before a Contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <a href="http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf">http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf</a>.

Submit these Forms, available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current\_forms/st/st220ca\_fill\_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current\_forms/st/st220td\_fill\_in.pdf

## 6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

## 6.2.1 Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

#### 6.2.2 Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the Bidder's proposal.

## 6.2.3 Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion/criteria set forth in Section 3.0. This documentation may be in any format needed to demonstrate how the Bidder meets these minimum qualifications to propose:

- Bidder must have two (2) years of experience preforming preventative and corrective maintenance on DME for a facility with an inventory size of 10,000 items or more; and
- Bidder or their proposed Subcontractor\* must be manufacturer certified for each applicable make and model of DME (list of DME makes/models listed n Section 4.1.1 Preventative Maintenance.

\*NOTE: if utilizing a Subcontractor to meet this eligibility requirement, a copy of the agreement between the Bidder and the proposed Subcontractor must be submitted with the proposal and must include the makes/models that Subcontractor will be servicing.

#### 6.2.4 Technical Proposal Narrative

The Technical Proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the Technical Proposal are as follows:

## 6.2.4.1 Experience – Performing Tasks/ Deliverables

- a. Bidder should describe their approach to performing the required PM to applicable DME listed below:
  - Ventilators
  - Oxygen Concentrators
  - Pulse Oximeters
  - Infusion Pumps
  - CPAP
  - BiPAP
  - Oxygen Tanks
  - X-Ray Machines

## 6.2.4.2 Staffing and Qualifications

The bidder should provide a staffing plan for completion of services that includes the following for each:

- a. Title, responsibility, and type of staff available and physical location of bidder's staff to be engaged in performance of the maintenance
- b. Bidder's ability to provide qualified staff to carry out the projected workload during the Contract and how they plan to provide staff to meet the scope of work over the entire Contract period;
- c. Bidder's process for ensuring all Contractor and subcontractor staff are appropriately trained

#### 6.2.4.3 Reporting

Bidder should describe their approach to providing and issuing accurate and timely reporting (see Section 4.3).

#### 6.2.4.4 Transition

Bidders should describe their proposed approach to transitioning PM and repair files as well as any work in progress at Contract end (see Section 4.5).

## 6.3 Cost Proposal

Submit a completed and signed <u>Attachment B</u> – **Cost Proposal.** The Cost Proposal shall comply with the format and content requirements as detailed in this RFP and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all of the product(s)/ services sought to be procured, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department and the performance of all work set forth in said specifications.

#### 7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals should be submitted in all formats as prescribed below.

Submit a complete Proposal via email to: <a href="mailto:dmerfp@health.ny.gov">dmerfp@health.ny.gov</a> with the subject "RFP 20305 - Durable Medical Equipment Maintenance and Repair". Include, as attachments to the email, three (3) complete distinct PDF files labeled "Administrative Offer", "Technical Offer" and "Cost Proposal" In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. The Bidder shall have two (2) business days to respond to such requests and must certify the resubmission is identical to the original submission. Hardcopy will prevail.

The proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in <u>Section 1.0</u>, (Calendar of Events). Late bids will not be considered.

## 7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form, <u>Attachment 2.</u> Although not mandatory, such information helps the Department direct solicitations to the correct bidding community.

#### 8.0 METHOD OF AWARD

All proposals will be evaluated based on ability to meet the need of maintenance on all listed types of equipment in Section 4.0. The proposal will also be evaluated on the ability for reporting, transportation and ability to do repairs on all durable medical equipment as well.

#### 8.1 General Information

DOH will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerers" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH, at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this RFP may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **70**% of a proposal's total score and the information contained in the Cost Proposal will be weighted **30**% of a proposal's total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

- (1) lowest cost and
- (2) proposed percentage of M/WBE participation.

#### 8.2 Submission Review

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in <u>Section 6.0</u> (Proposal Content) and <u>Section 7.0</u> (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

#### 8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of Program Staff of DOH will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The Technical Proposal evaluation is 70% (up to 70 points) of the final score.

#### 8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the Cost Proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the Cost Proposal(s) offered at the lowest final cost, using this formula:

C = (A/B) \* 30% A is Total price of lowest Cost Proposal; B is Total price of Cost Proposal being scored; and C is the Cost score.

The Cost Proposal evaluation is 30% (up to 30 points) of the final score.

#### 8.5 Composite Score

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost Proposal points awarded. Finalists will be determined based on composite scores.

## 8.6 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all Bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

#### 8.7 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Bidder(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a Contract substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required product(s) or services as specified in this RFP. The resultant Contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

#### 9.0 ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: <a href="https://www.health.ny.gov/funding/forms/">https://www.health.ny.gov/funding/forms/</a>.

- 1. Bidder's Disclosure of Prior Non-Responsibility Determinations
- 2. No-Bid Form
- 3. Vendor Responsibility Attestation
- 4. Vendor Assurance of No Conflict of Interest or Detrimental Effect
- 5. Guide to New York State DOH M/WBE Required Forms & Forms
- 6. Encouraging Use of New York Businesses in Contract Performance
- 7. Bidder's Certified Statements
- 8. DOH Agreement (Standard Contract)
- 9. <u>Diversity Practices Questionnaire</u>
- 10. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination
- 11. Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal

## ATTACHMENT A PROPOSAL DOCUMENT CHECKLIST

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP 20305 – Durable Medical Equipment Maintenance and Repair RFP					
FOR THE ADMINISTRATIVE PROPOSAL					
RFP §	SUBMISSION	INCLUDED			
§ 6.1.1	Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations				
§ 6.1.2	Freedom of Information Law – Proposal Redactions (If Applicable)				
§ 6.1.3	Attachment 3 - Vendor Responsibility Attestation				
§ 6.1.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect				
	M/WBE Participation Requirements:				
	Attachment 5 - Form 1				
§ 6.1.5	Attachment 5 - Form 2 (If Applicable)				
	Attachment 5 - Form 4				
	Attachment 5 - Form 5 (If Applicable)				
§ 6.1.6	Attachment 6 - Encouraging Use of New York Businesses				
§ 6.1.7	Attachment 7 - Bidder's Certified Statements				
§ 6.1.8	Attachment 10 - Diversity Practices Questionnaire				
§ 6.1.9	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination				
§ 6.1.10	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia				
§ 6.1.11	State Finance Law Consultant Disclosure				
§ 6.1.12	Sales and Sue Tax Certification				
FOR THE TECHNICAL PROPOSAL					
RFP §	SUBMISSION	INCLUDED			
§ 6.2.1	Title Page				
§ 6.2.2	Table of Contents				
§ 6.2.3	Documentation of Bidder's Eligibility (Requirement)				
§ 6.2.4	Technical Proposal Narrative				
FOR THE COST PROPOSAL REQUIREMENT					
RFP §	REQUIREMENT	INCLUDED			
§ 6.3	Attachment B- Cost Proposal				

## ATTACHMENT B COST PROPOSAL FORM RFP #20305 – Durable Medical Equipment Maintenance and Repair RFP

Bidder's Name_		

Bidders must complete and sign the Cost Proposal Form below based on the instructions contained in this attachment. Failure to comply with the format and content requirements may result in disqualification.

Bidder must propose one single bid price per unit per Type of Durable Medical Equipment (DME) for Preventative Maintenance (PM) for each year of the Contract Term. This bid price per unit is to cover the cost of furnishing all of the services to conduct PM on the specific Type of DME, including but not limited to personnel and non-personnel expenses such as salaries, emergency, over-time and on-call services, fringe benefits, overhead, subcontracting, travel, materials, equipment, overhead, and profit to perform all work set forth in the RFP to the satisfaction of the Department. This single bid price per unit per Type of DME includes the cost of Preventative Maintenance and/or repairs required on the DME for Emergency Services will be reimbursed pursuant to protocols delineated in Section 4.1.2 of the RFP.

Any costs related to transporting the DME off-site for PM will be reimbursed to the Contractor based upon a flat rate for 12 pallets of DME for one (1) round trip transport and the mileage between the location of the DME and the location of the Contractor's repair location, multiplied by the current Internal Revenue Service's mileage reimbursement rate

Should Emergency Services occur outside normal business hours (see Section 4.1.3 for business hours) the Contractor will be reimbursed an flat rate per Emergency PM/Repair event that is inclusive of all costs besides the PM/ Repairs of the DME being serviced.

A single bid price per unit must be proposed for each Type of DME for years 1-3 and a separate bid price per unit must be proposed for each Type of DME for year 4 and year 5 of the contract Term on the Cost Proposal Form. Bidders may not propose a range for the PM Price per Unit, price must be one single PM price per unit per Type of DME, regardless of the different models of a specific Type of DME.

Bidders may propose a different bid price per unit for each Type of DME in year 4 and again in Year 5 of the contract term, but the change in the bid price per unit for any Type of DME for year 4 and year 5 may not increase by more than 3% of the bid price per unit proposed for that same Type of DME for PM Price Per Unit in Years 1-3.

# ATTACHMENT B Continued COST PROPOSAL FORM RFP #20305 – Durable Medical Equipment Maintenance and Repair RFP

Bidder's Name
Bidder's Name

Type of Durable Medical Equipment:	Estimated Units Per DME	PM Price Per Unit for Years 1 - 3	PM Price Per Unit Year 4	PM Price Per Unit Year 5
1. Ventilators	5,231	-	-	-
2. Oxygen Concentrators	3,000	1	-	-
3. Pulse Oximeters	30,000	-	-	-
4. Infusion Pumps	3,000	-	-	_
5.CPAP	25	-	-	-
6.BiPAP	5,231	-	-	-
7.Oxygen Tanks	5,000	-	-	-
8.X-Ray Machines	50	1		_
Type of Service	Estimated Units	PM Price Per Unit for Years 1 - 3	PM Price Per Unit Year 4	PM Price Per Unit Year 5
9. Transportation- 12 pallets	75 Round Trips per year			
10. Emergency Services Event	Off Hours flat rate			

The Department estimates \$30,000 per year for materials and parts to repair all eight (8) Types of DMEs combined. The number is an estimate only and does not represent a commitment or guarantee of these repairs being needed. Actual cost per year may vary. The Department will only pay for actual cost of the material repair parts utilized to complete the repairs to the satisfaction of the Department.

By signing below, the Bidder agrees to all the specifications and attest to the accuracy of the information included in this Bid.

Bidder's Name		
Signature of Bidder's Authorized Representative	Date	
Printed Name of Bidder's Authorized Representative	Title	