

STATEMENT OF WORK

I. Description of Kyphoplasty Services

1. SCOPE OF WORK

Contractor shall provide **Kyphoplasty** Kit's minimum pressure rating of 700 (psi). Contractor agrees that VA Sierra Nevada Healthcare System (VASNHCS) in Reno, Nevada requires the **Kyphoplasty** Kit's minimum pressure rating of 700 (psi) for Interventional Radiology kyphoplasty procedure. Services shall support VA beneficiaries.

Requirements the Kyphoplasty Kit's minimum pressure rating of 700 (psi) for Interventional Radiology kyphoplasty procedure.

2. SPECIFIC TASKS

2.1. The contractor agrees to provide **Kyphoplasty** Kit's minimum pressure rating of 700 (psi) and associated materials to VASNHCS as ordered and at the agreed upon price. Orders shall be placed each day (Monday through Friday by 4:30PM on an as needed basis) for delivery the next business day (Monday through Friday) by 10:00AM.

2.2. Contractor shall have an adequate supply of contract products **Kyphoplasty** Kit's minimum pressure rating of 700 (psi) available to meet the requirements of the VASNHCS.

2.3. Contractor shall label all supplies with expiration date, etc. compliant with interventional radiology procedures.

2.4. Contractor shall perform all quality control procedures as required by Federal and State regulatory agencies and Joint Commission.

2.5. Contractor shall accept returns for credit under the following conditions:

- a. Product(s) ordered or shipped in error.
- b. Product(s) damaged in shipment
- c. Concealed shipping damages
- d. Recalled product(s)
- e. Outdated products in unopened, original container (specifically authorized for return by manufacturer).

“Schedule of Supplies and Services”	
DESCRIPTION	ESTIMATED QUANTITY PER YEAR
Bone Cement and Mixer Quick-to-doe, high radiopaque bone cement, intended for use in the spine with the balloon kyphoplasty procedure. Acts as internal cast for spinal fracture. Ready to inject in 2.5 minutes.	49
Curette Intended use in balloon kyphoplasty procedure for purpose of scoring/scraping bone to help create cavity.	5
Bone Filler Device Size 2 Intended for the delivery of bone cement, including use during a balloon kyphoplasty procedure	10
Bone Biospy Device Size 2 Intended to obtain bone biopsy of vertebral body during balloon kyphoplasty procedure.	15
10/2 Express II 10mm inflatable bone tamp are intended to be used as conventional bone tamp for reduction of fracture and/or creation of void in cancellous bone in spine with maximum pressure rating of 700psi.	5
15/2 Express II 15mm inflatable bone tamp are intended to be used as conventional bone tamp for reduction of fracture and/or creation of void in cancellous bone in spine with maximum pressure rating of 700psi.	17
20/2 Express II 20mm inflatable bone tamp are intended to be used as conventional bone tamp for reduction of fracture and/or creation of void in cancellous bone in spine with maximum pressure rating of 700psi.	17
Multi-Tap Size 2 Used to transfer bone cement from mixer to 8 bone filler devices simultaneously	49

3. QUALIFICATIONS OF OFFERORS

1. Contractor must be regularly established in the business that is called for, must provide **Kyphoplasty Kit's** minimum pressure rating of 700 (psi) and who in the judgment of the Contracting Officer are financially responsible and able to show evidence of the reliability, ability, experience, equipment, facilities and personnel directly employed or supervised by them to render prompt and satisfactory service.

4. HOLIDAYS: The following Federal Holidays are observed:

New Year's Day

Birthday of Martin Luther King, Jr. (day of observance)

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

5. ORDERING: After award, the successful Offeror will be furnished the name(s) of individuals authorized to order against the Contract.

5.1. Normally, orders shall be placed during the workday, and delivery shall be required the following workday to the VASNHCS, Interventional Radiology Department. Due to the demands of the Medical Center patient care requirements, contractor shall provide routine delivery and pick-up as many times as required by the VASNHCS at no additional charge. In the event that the requirements may be determined in advance, a longer delivery time may be scheduled accordingly.

5.2. The delivery order shall include the following information: contract item (s) and quantity, time (s) of delivery, and applicable VA order number.

5.3. Orders can be placed by the VASNHCS via telephone, fax, or e-mail.

5.4. EMERGENCY ORDERING PROCEDURES: Normal business hours are considered Monday through Friday: 7:00 am – 4:30 pm.

5.5. PERSON'S AUTHORIZED TO PLACE ORDERS:

5.6. VASNHCS staff members will be the only individuals authorized to place orders under this contract. Points of contact will be provided to the awardee immediately after contract award.

6. CONTRACTOR POINT OF CONTACT:

The Contractor shall designate one (1) employee as the Point of Contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily performance of this contract. An alternate may be designated, but The Contractor shall notify the Contracting Officer and COR in writing those times when the alternate shall act as the POC.

The Contractor shall provide the name and telephone number of the person designated as Point of Contact and Alternate on the space below:

Point of Contact, Name:

Telephone Number:

Alternate Point of Contact, Name:

Telephone Number:

The POC shall be available by telephone Monday through Friday, between 8:00 a.m. and 5:00 p.m. excluding national holidays.

7. DELIVERY LOCATION:

Kyphoplasty Kit's minimum pressure rating of 700 (psi) shall be delivered to:

Diagnostic Imaging
VASNHCS
975 Kirman Avenue, Room 1D401B
Reno, NV 89502

7.1. DELIVERY COMMITMENT: Time of delivery specified or mutually agreed to at the time of receipt of order.

7.2. All charges incurred for delivery shall be included in the fee schedule to include fuel surcharges.

- (a) Delivery of supplies by the scheduled date will be complete except as otherwise authorized by the Ordering Personnel.
- (b) The Government may terminate this contract in whole or in part if the contractor fails to meet the required delivery schedule. The Contractor shall be liable for a fixed, occurring amount until the Government may reasonably obtain delivery of similar supplies. The contractor shall not be charged with damages when the delay in delivery arises out of causes beyond the control and without the fault or negligence of the contractor.
- (c) Delivery date and time specified may be adjusted by the Contracting Officer. The Contractor will be notified of this change at least seven (7) days prior to the original or adjusted delivery date.

8. INVOICE AND PAYMENT:

Payment to be made in arrears. Contractor shall submit invoice in the original, addressed to and fax the invoices to the number listed below:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin, TX 78714

toll-free customer service number: (877) 353-9791

fax number: (512) 460-5540

The invoice SHALL be itemized to include the following information. Any information listed below not provided on an invoice shall render that invoice incomplete and the invoice shall be returned for immediate correction.

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| a. Time period being invoiced. | d. Extended amount due. |
| b. Description of services. | e. Invoice number and dates of service |
| c. Unit Cost billed. | f. Contract, Order, and Obligation number. |

ALL BILLING MUST BE DONE MONTHLY.

GOVERNMENT PROVIDED EQUIPMENT/SERVICES:

There is no Government provided equipment for this requirement.

CONFLICT OF INTEREST:

The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest or perception of conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs unless such person seeks and receives approval in accordance with VA regulations and public law. Nor shall The Contractor employ any person who is a member of the immediate family of a VA employee employed at the VA Sierra Nevada Health Care System (VASNHCS) if the employment of that family member would create a conflict of interest or the appearance of a conflict of interest, particularly with regard to influencing the contract negotiations, terms of the contract or the work carried out under the contract. In any such case, VA must review the matter and give its approval in accordance with agency ethics rules.

CERTIFICATION REQUIREMENTS:

Contractor's personnel performing services shall be fully qualified.

"Fully qualified" is defined as trained and experienced to perform the services assigned. The Contractor/ shall provide written verification of the competency of their personnel and a list of credentials of approved personnel for placement at the Department of Veteran Affairs medical facility. This information shall be required when quotes are submitted and may be used during evaluations in determining award.

The Contractor shall also be required to update this information as changes to staff are made, throughout the life of the contract. The Government Contracting Officer's Representative (COR) reserves the right to reject any of the Contractor's personnel and refuse them permission to work with VA employees if they are determined not "fully qualified" or documentation has not been submitted, and approval given, for the Contractor's personnel to provide needed services.

(End of Statement of Work)