

DEPARTMENT OF VETERANS AFFAIRS

PNEUMATICS SURGICAL POWER SYSTEMS AND ACCESSORIES STATEMENT OF WORK – WARRANTY, OPTIONAL WARRANTIES AND OPTIONAL PREVENTATIVE MAINTENANCE CONTRACTS

Introduction

The Veterans Health Administration (VHA) is seeking vendors who can provide Pneumatics Surgical Power Systems and Accessories that are used during surgical procedures in the Operating Rooms. The stainless steel surgical power system is a multi-functional hand-piece with single and dual trigger action. These power systems are designed to have consistent speed with smooth performance and reliability for all surgical procedures. Surgical Power Systems have the ability to perform micro and macro surgical procedures using battery, electric or pneumatic power capabilities. The objective is to provide Surgical Power Systems and Accessories within the medical centers for clinical use within the operating room.

VHA intends to award contracts to multiple vendors. The vendors shall demonstrate the ability to meet technical and other requirements for this solicitation. The vendors will also be required to provide fair and reasonable pricing.

Scope

A contract will be established with the contractor whose quotation provides the best overall value to the Veterans Administration (VA) for technically-acceptable products.

All sales under the resultant contract must be included in the total quarterly sales reported under the contract holder's current Federal Supply Schedule (FSS) contract. The sales under this agreement must be reported separately in accordance with the section entitled "Reports".

Information concerning the contractor, product, prices, as well as other terms and conditions, is public information and is releasable under the Freedom of Information Act (FOIA).

The contractor shall provide written notice to the Strategic Acquisition Center (SAC), of new technological advances to its product lines or new product introductions.

The contractor shall provide written notice of any contract changes, (including but not limited to), price increases/decreases, product deletions, expiration of FSS contract, change in vendor information, including contract administrator, company name, address and phone number.

Work Physical Location

Delivery shall be made Free On Board, (FOB) destination to any VAMC facility within the United States, Puerto Rico, and the Philippines. Upon delivery of equipment, the facility POC shall thoroughly inspect the equipment. After the inspection has been performed, the POC shall issue a written notice of acceptance or rejection. The written notice shall be issued within 15 days from the date of delivery.

Period of Performance/Agreement

The contract will be in effect on the date of award or otherwise agreed upon date after signed by the Government upon. The contract is for (1) base year, plus (4) option years. Providing a new FSS contract is awarded to the current contract holder before the contract expires, the parties, by mutual agreement, may modify the contract to reflect the new FSS contract number for the remaining term of the contract.

In accordance with the Federal Acquisition Regulation (FAR) 8.405-3(d), the Government shall conduct an annual review of the established contract. This review may result in a request for lower pricing. Upon completion of the annual review, a determination will be made whether or not it is in the best interest of the Government to continue with the performance of the contract.

Surgical Power System - Warranty

Surgical Power Systems purchased under this contract shall be brand new, free from defects in materials and workmanship, and shall include a one year (1) warranty. The warranty period will be specific to each system, and shall begin upon VA site's acceptance of each system. The warranty shall include all parts, supplies, materials, and labor at no additional cost to the VA. Correction of issues shall be performed by the Contractor's factory trained and certified representative. The Contractor shall provide a warranty on all repairs and services and certify that the system is fully operational after such repair or service. The Contractor shall coordinate with each VA site to schedule service.

Warranty Service – Optional 2 year

Surgical Power Systems purchased under this contract shall be brand new, free from defects in materials and workmanship, and shall include a two year (2) warranty. The warranty period will be specific to each system, and shall begin upon VA site's acceptance of each system. The warranty shall include all parts and labor at no additional cost to the VA. Correction of issues shall be performed by the Contractor's factory trained and certified representative. The Contractor shall provide a warranty on all repairs and services and certify that the system is fully operational after such repair or service. The Contractor shall coordinate with each VA site to schedule service.

Warranty Service – Optional 4 year

Surgical Power Systems purchased under this contract shall be brand new, free from defects in materials and workmanship, and shall include a four year (4) warranty. The warranty period will be specific to each system, and shall begin upon VA site's acceptance of each system. The warranty shall include all parts and labor at no additional cost to the VA. Correction of issues shall be performed by the Contractor's factory trained and certified representative. The Contractor shall provide a warranty on all repairs and services and certify that the system is fully operational after such repair or service. The Contractor shall coordinate with each VA site to schedule service.

Surgical Power System - Full Service Maintenance

The Contractor shall provide the VA with one-year (12 months) of full maintenance services (corrective and preventive) for Surgical Power Systems procured under this contract in accordance with the manufacturer's specifications if requested by the VA site. The Contractor shall maintain the Surgical Power Systems in proper operating condition and assure optimum performance and reliability as well as the overall safety of the patients. The Contractor shall use factory-trained and certified experts to perform maintenance. Facility POC will notify the contractor in the event of system failure or service repair is needed via telephone. The Contractor will have up to 48 hours to replace defective system. The Contractor shall have loaner system available when requested during repair or maintenance of registered system.

Optional Preventative Maintenance

The Contractor shall perform all preventative maintenance at the recommended frequency specified in manufacturer's guidelines, specifications, manuals, and other applicable standards. Contractor shall provide full preventative maintenance schedule to the facility POC at the beginning of contract period and 30 days prior to scheduled maintenance.

Corrective Maintenance

The Contractor shall perform all corrective maintenance services per manufacturer's specifications within the required response time. Contractor response time shall be no more than 48 hours or mutually agreed upon time with facility POC.

Reports

Sales Reports:

The Contractor shall submit quarterly sales reports to the SAC contracting officer no later than 15 days after end of quarter.

Warranty Service Reporting

The Contractor shall prepare a service report and provide it to the facility POC at the conclusion of the warranty service. The Contractor shall ensure all services performed are fully documented (service reports) and include the following information:

- a. Model and serial number of equipment serviced;
- b. Date and time called, time of arrival, point of contact, and reason for call;
- c. Name of the technician;
- d. Description of all work performed and identification of all parts replaced including part numbers and serial numbers;
- e. Written procedures followed and evidence that equipment has been inspected, calibrated, and retested/certified according to those procedures;
- f. Provision and placement of labels on the part and machine to indicate that the item/machine was serviced.

Optional Preventative Maintenance

The Contractor shall prepare a service report and provide it to the facility POC at the conclusion of the preventative maintenance service. The Contractor shall ensure all services performed are fully documented and include the following information:

- a. Model and serial number of equipment serviced;
- b. Date and time called, time of arrival, point of contact, and reason for call;
- c. Name of the technician;
- d. Description of all work performed and identification of all parts replaced including part numbers and serial numbers;
- e. Written procedures followed and evidence that equipment has been inspected, calibrated, and retested/certified according to those procedures; and
- f. Provision and placement of labels on the part and machine to indicate that the item/machine was serviced.

Training Requirements

The Contractor shall provide on-site training for the purchase of new Surgical Power Systems when requested by facility POC. The Contractor shall provide refresher training upon request.

Product Modification, Removal or Recall

If any product awarded under this solicitation requires modification, is removed or recalled by the contractor or manufacturer due to defects in the product or potential dangers to patients, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor or manufacturer:

Notify <contracting officer name>, <contracting officer office>, <contracting officer service>

(contract #), in writing, by the most expeditious manner possible. Provide two copies of the notification, which shall include, but not be limited to the following:

Office of Acquisition Operations

Strategic Acquisition Center
Department of Veterans Affairs
10300 Spotsylvania Avenue, Ste. 400
Fredericksburg, VA. 22408

(1) Complete item description and/or identification, order numbers from customers and the contract number assigned as a result of an award on this solicitation.

(2) Reasons for modifications, removal or recall.

(3) Necessary instructions for return for credit, replacement or corrective action.

b. A copy of the notification in a. above shall be provided to:

Manager, Product Recall Office

National Center for Patient Safety
Veterans Health Administration
24 Frank Lloyd Wright Drive, Lobby M
Ann Arbor, MI 48106

c. Provide the information in a. above to all agencies and VA Facilities who purchased the product.

d. <contracting officer name>, Contracting Officer, VA SAC (contract #), shall be provided a copy of the notification in c. above, and a list of all agencies and/or VA facilities notified.