

INTRAOCULAR LENS CONSIGNMENT

PROGRAM DESCRIPTION

The Surgical Service at The Olin E. Teague VA Medical Center at Temple, TX is seeking a consignment agreement for Intraocular Lenses to be maintained within the operating room by the awardee. Location:

Central Texas Veterans Healthcare System (CTVHCS)
Olin E. Teague VA Medical Center
Surgical Service
1901 S 1st St.
Temple, TX 76504

PRODUCT REQUIREMENT – Alcon Laboratories, Inc. – see attached spreadsheet in the sources sought



Product
Requirement.xlsx

titled “Product Requirement” or click on the icon.

Anticipated Terms of The Consignment Agreement (Subject to Revision Prior to Award)

1. The anticipated period of performance is approximately 5 year ordering periods:
 - Ordering Period 1: Date of award – August 31, 2019
 - Ordering Period 2: September 1, 2019 – August 31, 2020
 - Ordering Period 3: September 1, 2020 – August 31, 2021
 - Ordering Period 4: September 1, 2021 – August 31, 2022
 - Ordering Period 5: September 1, 2022 – August 31, 2023
2. Initial Inventory: The products listed on the schedule of the agreement represent the products that must be available for the initial inventory. The products shall be placed at the designated CTVHCS SURGICAL SERVICE location within the time specified, or if no time specified, no later than ten (10) calendar days after receipt of the fully executed Agreement. CTVHCS SURGICAL SERVICE will provide adequate space/shelving for stocking these products. The Contractor will provide a complete listing of model and part numbers to the COR upon delivery of the initial inventory.
3. Inventory Level: All consignment inventories will be coordinated with the COR. The Contractor agrees to coordinate with the COR to maintain the inventory level of product at all times. At no time shall the number of products CTVHCS SURGICAL SERVICE holds on consignment fall below the minimum quantity specified without the concurrence of the COR. If it is discovered that the stock quantities fall below the agreed minimum stock level, the Contractor must replenish the stock level with like quantities of items within 48 hours at no additional expense to the Government.

INTRAOCULAR LENS CONSIGNMENT

4. **Inventory Management:** The designated Contractor Representative assigned to the CTVHCS SURGICAL SERVICE facility will periodically (no less than once per month) conduct a physical inventory of the consignment inventory and the results shall be detailed in a report to the COR. At a minimum, the report will contain stock utilization and levels, and recalled/outdated items found and removed. The excess unused items will be returned to the contractor at the end of the term of the contract without reimbursement or other expense to the Government.
5. **Replacement Products:** CTVHCS SURGICAL SERVICE will withdraw products from the consignment stock on a first-in first-out basis. After each procedure, the CO/Ordering Officer will issue a Delivery/Task Order with an associated Purchase Order (PO) listing the products used and the Contractor will replace these products within the time specified. If no time specified, delivery shall be within 48 hours. The COR shall be notified prior to the products being replaced. Replacement products will be shipped/delivered FOB Destination directly to the CTVHCS SURGICAL SERVICE location at no additional cost to the Government. The PO will serve as authorization for delivery of replacement items and payment for the item(s) used. The Contractor shall reference the PO number on the invoice and delivery ticket for the replaced products.
6. **Product Sterilization:** The Contractor shall replace any items that are handled but not implanted. The handled items shall be picked-up or shipped back to the sterilization facility. These services shall be performed at no additional cost to the Government.
7. **Alteration of Quantities:** The Contractor agrees that the total quantity of items furnished under the Agreement can be changed at any time during the effective period of the agreement. The Contractor agrees that from time to time, the COR may change the number of items on consignment, by written or oral request. The COR must coordinate with the CO and follow all oral requests with written confirmation within 24 hours.
8. **Defective Products:** The Contractor must replace defective products according to the delivery schedule of the agreement at no additional cost to the Government, unless CTVHCS SURGICAL SERVICE has misused or lost the product.
9. **Expiring Inventory:** Inventory having less than 90 days sterility/expiration date must be removed and replaced. The Contractor shall provide a list of all the expired products to the COR. CTVHCS SURGICAL SERVICE is not liable for devices that are allowed to expire. These services will be completed at no additional cost to the Government.
10. **Expiration/Termination of Agreement:** Upon expiration/termination of the agreement, CTVHCS SURGICAL SERVICE will reconcile all consignment stock units. The Contractor will remove all unused items at the end of the effective period of the agreement without reimbursement or other expense to the Government.
11. **The Government assumes no liability for any item(s) assigned to CTVHCS SURGICAL SERVICE on a consignment basis until a requirement for the item exists and a purchase or delivery order is placed against the agreement. Title for the consigned items shall remain with the contractor until the items are used.**

INTRAOCULAR LENS CONSIGNMENT

12. Payment for items furnished under the agreement is applicable only when such items are used (implanted) or the package is opened by WPMC. Contractor agrees to accept the Government-wide Purchase Card (GPC) as the preferred method of payment for opened and damaged products.
13. The Contractor will assign a representative to the facility to initiate and oversee the consignment inventory.

CONTRACTOR CAPABILITY SURVEY

Part I. Business Information

Please provide the following business information for your company/institution and for any teaming or joint venture partners:

- Company/Organization Name:
- Address:
- Point of Contact:
- CAGE Code:
- Phone Number:
- E-mail Address:
- Web Page URL:
- Size of business pursuant to NAICS Code: **339113 – SURGICAL APPLIANCE AND SUPPLIES MANUFACTURING** - Size standard: 750 employees.

Based on the above NAICS Code, state whether your company is:

- | | |
|---|------------|
| <input type="radio"/> Small Business | (Yes / No) |
| <input type="radio"/> Small Disadvantaged Business | (Yes / No) |
| <input type="radio"/> Woman Owned Small Business | (Yes / No) |
| <input type="radio"/> Economically Disadvantaged Woman Owned Small Business | (Yes / No) |
| <input type="radio"/> 8(a) Certified | (Yes / No) |
| <input type="radio"/> HUBZone Certified | (Yes / No) |
| <input type="radio"/> Veteran Owned Small Business | (Yes / No) |
| <input type="radio"/> Service Disabled Veteran Small Business, | (Yes / No) |

All interested contractors must be **registered in SAM in order to be eligible for award of Government contracts. The government reserves the right to consider a small business set-aside based upon responses hereto for any subsequent action.**

INTRAOCULAR LENS CONSIGNMENT

- A statement as to whether your company is domestically or foreign owned (if foreign, please indicate the country of ownership).
- Please provide a statement that the respondent will allow or will not allow the Government to release proprietary data.

ATTENTION small business respondents who are interested in submitting a proposal as the prime contractor for this effort:

No set aside decision has been made. A sole source or brand name acquisition strategy is contemplated; however, the VA is also contemplating setting this acquisition aside for Small Businesses if there is sufficient demonstrated interest and capability. A key factor in determining an acquisition to be a Small Business Set Aside is that two or more small business prime contractors must be capable of performing at least 50% of the entire scope of the effort, as defined in Federal Acquisition Regulation (FAR) clause 52.219-14, Limitations on Subcontracting. The clause reads, in part, as follows: "Limitations on Subcontracting (Nov 2011) ... (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for – (1) Services (except construction). At least 50 percent of the cost of contract Performance incurred for personnel shall be expended for employees of the concern... ". Provide specific details and rationale as to how compliance with FAR clause 52.219-14 would be achieved, including specific details regarding teaming arrangements, etc.

If subcontracts are to be used, provide anticipated percentage of effort to be subcontracted and whether small or large businesses will be used. Teaming and/or subcontracting arrangements should be clearly delineated and previous experience in teaming must be provided.

INTRAOCULAR LENS CONSIGNMENT

ATTENTION all potential respondents:

The acquisition strategy for this program has not been finalized. If this acquisition is not set aside for small business, it is anticipated that the contract may contain a small business utilization requirement. Please provide feedback on the requirement and what areas are likely candidates for SB subcontracting.

Part II. Capability Survey Questions

1. Is your firm registered in the System for Award Management (SAM), formally known as Central Contractor Registration (CCR)? In accordance with federal regulations, all contractors doing business with the federal government must be registered in the SAM database.
2. Describe briefly the capabilities of the nature of the services you provide.
3. Describe your company's past experience on previous with similar services. Include contract numbers, a brief description of the work performed, period of performance, agency/organization supported, and individual point of contact (Contracting Officer or Program Manager).
4. Are there specific requirements in the documentation that we provide that would currently preclude your product/service from being a viable solution to our requirement?
5. Are there established market prices for our requirement? If you offer this product and/or service to both U.S. Government and commercial sources, is the same workforce used for both the U.S. Government and general public? Is our requirement offered to both under similar terms and conditions? Briefly describe any differences.

If your company is interested, submit your responses to jon.parrocha@va.gov.

E-mail responses should be received no later than 12:00 PM CST on 20 July 2018.

The response to Part I. Business Information should be single spaced, 12pt font. The response to Part II. Capabilities should be limited to no more than 10 pages (8.5x11 inches), single spaced, 12pt font. In addition, identify a representative to support further Government inquiries and requests for clarification of the information provided, if needed. Respondents should indicate which portions of their response are proprietary and should mark them accordingly. The VA will handle proprietary items in accordance with FAR 2.101 and 3.104.

Responses to questions from interested parties will be promptly answered and posted on this FedBizOps website, unless some release of proprietary information is involved or the answer addresses a question peculiar to a company or that company's response. Information feedback sessions may be offered to respondents after the sources sought assessments are completed. An Industry Day (date to be determined) with one-on-one information sessions with respondents may be offered to clarify the Government's understanding of their submittal, the capability ramifications, or to discuss their business approach.