

Note to Offerors:

Submission of Proposals: The VA National Acquisition Center is serviced by the U.S. Post Office located in the Hines, Illinois complex. Mail sent overnight via U.S. Post Office Service is not guaranteed to be delivered to the National Acquisition Center, Bldg. 37, on the same day it is received by the Post Office as mail is delivered by the Post Office to the National Acquisition Center only once a day. Delivery of proposals sent by U.S. Post Service Overnight may be delayed by one workday if delivery by the Post Office has already been made to the National Acquisition Center for the day, and such proposals may be rejected as untimely. Commercial overnight delivery carriers (e.g., Airborne Express, Fed Ex) deliver directly to the National Acquisition Center, Bldg. 37 often during the day. Offerors are responsible for ensuring the timely submission of their proposal for receipt at the National Acquisition Center by the solicitation closing date.

Small Business Concerns. Small Business Concerns will be given consideration in accordance with Paragraph 4 of Clause 52.212-2, listed in Section E.11 of this solicitation.

Oral Presentation Requirements. Offerors will be required to provide oral presentations with supplemental written information in lieu of written technical proposals in the format listed in this solicitation. It is anticipated that oral presentations will be held two weeks after the solicitation closing date at the VA National Acquisition Center, 1st Ave North of 22nd Street, Bldg 37, Room 167, Hines, IL 60141. Further instructions on oral presentations are listed in Section E.1, “Addenda to 52.212-1 - Instructions to Offerors”.

Clean/Sterile Storage Area Requirements. Prime vendors shall handle, store and ship products under the Unit of Use (UOU) or Low Unit of Measure (LUM) delivery method in accordance with Paragraph 18 of this solicitation. Prior to award clean/sterile storage area distribution center inspections will be conducted with offerors that service those facilities identified using Unit of Use or low unit of measure delivery for compliance with the Clean/Sterile Storage Area Requirements listed Paragraph in 18 of this solicitation. See Section 6 for those VISNs currently using UOU or LUM delivery and Attachment A for the specific facilities within the VISN using UOU or LUM delivery. Offers failing to meet the requirements of Paragraph 18 after inspection is performed will receive no further consideration.

This solicitation establishes the requirements for a prime vendor contract for the distribution of medical and surgical products to Medical facilities listed herein under the Conventional/Bulk and Unit of Use or Low Unit of Measure delivery methods to all the medical facilities listed herein with certain Value Added Services included.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE DEPARTMENT OF VETERANS AFFAIRS National Acquisition Center PO Box 76, Bldg 37 (001AL-A2-3c-MSPV) Attn: Tim Richards Hines IL 60141	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS
STATEMENT OF WORK**

1. Contract Period. Contract period is from the effective date, through 20 months thereafter, with two 20-month option periods. Exercise of options is at VA's discretion. Contract period excludes a 90-day contract implementation phase from date of award.

Amendment 4 - paragraph 1, Contract Period: Add note: The base contract period for line item 19 (VISN 21, except for Hawaii) will be for 16 months with an effective date of August 1, 2010. The option periods will remain at 20 months each.

2. Type of Contract. Resultant contract(s) shall be an Indefinite Delivery, Requirements Contracts (please refer to FAR Clause 52.216-21, "Requirements", listed in Section C).

3. Modification of Contract. Any modification to the contract shall be made in writing on Standard Form 30, "Amendment of Solicitation/ Modification of Contract." by the VA National Acquisition Center (NAC) Contracting Officer.

4. Medical/Surgical Products. The primary purpose of the medical/surgical prime vendor contract(s) is to provide medical/surgical supplies, excluding equipment and furniture to patient care facilities for inpatient use. See Attachment C in Section D for a list of medical/surgical items commonly distributed through the MSPV program. NOTE: It is anticipated that Pharmacy Service will order some medical/surgical supply products in limited quantities through VA's Pharmaceutical Prime Vendor Program for outpatient use and are excluded from the requirements obligation under contracts resulting from this solicitation.

5. Prime Vendor/FSS Contractor - Dual Role. Federal Supply Schedule (FSS) product prices are FOB destination and the product price includes the delivery fee. Offerors or any of their subsidiaries that hold an FSS contract for items covered by this solicitation and that are awarded a contract resulting from this solicitation shall not charge a distribution fee on the offeror's or any of their subsidiaries' FSS contract products ordered by or provided to facilities under the MSPV contract(s). Invoices submitted for payments must separate the prime vendor's FSS items from all other Federal Government priced invoiced products.

6. PRICE STRUCTURE.

The price for medical and surgical supplies furnished under this solicitation imbeds the distribution fee in the cost of the product. This solicitation establishes the distribution-service portion of the price in a percentage-based distributor fee.

VA has established separate from this solicitation, price contracts for the products that will be distributed through the MSPV program. Price contracts for products shall include Federal Supply Schedules (FSS), VA National Contracts, Blanket Purchase Agreements (BPAs), Basic Ordering Agreements with Ability One Nonprofit Agencies, VISN and facility contracts/agreements. Open market purchases are not covered by this solicitation and are excluded from any resultant prime vendor contract. At time of award, VA will provide the successful offeror the contracted pricing information in electronic format. During the term of the

contract, VA will furnish updates to the master listing monthly on the 1st and updates deleting, adding products or changes to product prices as changes occur.

The needs of VA medical facilities vary with regards to the kinds of distribution programs employed. The spectrum ranges from Conventional Bulk distribution to Unit of Use or Low Unit of Measure delivery programs in a just in time environment. The intent of this solicitation is to provide maximum benefit and flexibility to all the VA medical facilities as well as to other Government Agencies that might wish to participate in the program at a later date (see section 7). Multiple facilities within VISNs 20, 21, and 23 currently use Unit of Use (UOU) or Low Unit of Measure (LUM) delivery that must be processed according to section 18. Other locations currently use conventional bulk delivery. See attachment A in Section D for a list of the facilities and which currently use the unit of use delivery method.

6.1 Base Pricing Schedule. The Base Pricing Schedule is the foundation for pricing under this solicitation. The schedule applies to Conventional/Bulk and Unit of Use or Low Unit of Measure distribution methods for deliveries of medical and surgical supplies. Base delivery requirements unique to the two distribution strategies are identified in the Statement of Work.

6.2 Base Distribution Fee.

6.2.1 An offeror shall predicate its Base distribution fee on the estimated values in Section 6.4 and base delivery requirements in Sections 6.3.1 and 6.3.2.

6.2.2 To be eligible for award consideration, offerors are required to propose base distribution fees for both Conventional/Bulk and Unit of Use or Low Unit of Measure distribution strategies for the base and two option periods for the solicitation line item. Evaluation of fee proposals will be made based on the distribution fees offered in Sections 6.5.1 and 6.5.2.

6.2.3 Proposals that do not include a distribution fee for the base period and each of the two option periods for both Conventional/Bulk and Unit of Use or Low Unit of Measure delivery methods for the proposal line item of this solicitation, or proposals for less than the total number of facilities covered within the proposal line item, shall be rejected.

Amendment 2 - NOTE: For line item 25 only, a proposal is not required for Unit of Use or Low Unit of Measure delivery.

Amendment 10 – Deleted the requirement for unit of use delivery method for line item 23 (Hawaii) and line item 24 (Alaska).

6.3 Base Delivery Requirements.

6.3.1 Conventional/Bulk Delivery Method

Number of Deliveries:	Three days per week (excluding weekends)
Delivery	F.O.B. Destination
Fill-rate:	95% - core items
Time of Delivery:	Indicated in Delivery Order
Packaging:	Bulk (Usually Case in Corrugated Cardboard)

6.3.2 Unit of Use or Low Unit of Measure Delivery Method

NOTE: See Section 18 Regarding Prime Vendor Distribution Center Clean/Sterile Storage Areas):

Number of Deliveries: Daily, five days per week (excluding weekends)
 Delivery F.O.B. Destination Within Consignee’s Premises
 Fill-Rate: 98% - Core Items
 Time of Delivery Indicated in Delivery Order
 Packaging: Unit of Use (Shipped in Totes)

6.4 Base Contract Period (20 months) Estimated Requirements. The estimated value requirements reflect the combined usage by all the Medical facilities identified in this solicitation for Conventional/Bulk and Unit of Use or Low Unit of Measure deliveries as demonstrated by past history. Individual delivery orders will be issued against a resultant contract for products and services covered by this solicitation. The estimated twenty month requirements are not a minimum guarantee or a maximum amount that may be purchased under a resultant contract. Note: VA direct purchases from service disabled, veteran owned small businesses (SDVOSB) are excluded from the requirements obligation under contracts resulting from this solicitation.

The following estimate values will be used to evaluate the base contract period and the two options for purposes of fee proposal evaluation.

NOTE: Line Items 1, 2, 8, 21 and 22 are set-aside for small business. However, large businesses are encouraged to submit offers since set-asides may be cascaded to full & open competition. See Section E, Clause 52.212-2.

See Attachment A in Section D for a List of Facilities within each line item.

Proposal Line Item #	Base (20 Months) Period Estimated Requirements	Proposal Line Item #	Base (20 Months) Period Estimated Requirements
Line Item 1 (VISN 1) Set Aside for SB	\$10,677,661	Line Item 15 (VISN 17)	\$19,774,663
Line Item 2 (VISN 2) Set Aside for SB	\$8,305,473	Line Item 16 (VISN 18)	\$15,599,590
Line Item 3 (VISN 3)	\$12,974,335	Line Item 17 (VISN 19) (OGAs)	\$11,302,518
Line Item 4 (VISN 4)	\$14,153,267	Line Item 18 (VISN 20-except Alaska)	\$16,684,525
Line Item 5 (VISN 5)	\$8,968,008	**Line Item 19 (VISN 21-except Hawaii)	\$10,153,291
Line Item 6		**Line Item 20	

(VISN 6) (OGAs)	\$16,122,570	(VISN 22)	\$15,693,505
Line Item 7 (VISN 7)	\$15,498,972	**Line Item 21 VISN 23) Set Aside for SB Amendment 8 Cascaded to Full & Open Competition	\$8,983,502
Line Item 8 (VISN 8-except Puerto Rico) Set Aside for SB	\$17,664,487	Line Item 22 (Puerto Rico) Set Aside for SB Amendment 8 Cascaded to Full & Open Competition	\$6,195,583
Line Item 9 (VISN 9)	\$18,605,062	Line Item 23 (Hawaii)	\$273,843
Line Item 10 (VISN 10)	\$10,902,125	Line Item 24 (Alaska)	\$284,550
Line Item 11 (VISN 11)	\$14,509,582	*Line Item 25 (CMOPS)	\$45,519,600 Amendment 8 reduced estimate to: \$5,000,000
Line Item 12 (VISN 12)	\$15,570,574	Line Item 26 Amendment 2 Deleted	Not Used
Line Item 13 (VISN 15)	\$12,802,159	Line Item 27 Amendment 2 Deleted	Not Used
Line Item 14 (VISN 16) (OGAs)	\$24,226,372	Not Used	Not Used

***CMOP’s intend to consolidate at some point during the contract to one Distribution Center.**

****UOU – These VISNs currently use unit of use delivery method. See attachment A List of Facilities for those facilities within VISNs that currently use unit of use delivery that require processing per section 18.**

6.5 Base Distribution Fee. Offeror shall submit its distribution fees in percentage (%) form for each distribution method, below. Offeror shall restrict its distribution fees to no more than two decimal places. Proposals with distribution fees in excess of two decimal places will be evaluated and awarded at the two decimal place limitation. The facilities covered by this solicitation historically have ordered and paid for procurements using the entire spectrum of ordering methods available to the VA, including EDI, Web Based, Purchase Card and Telephonic. Offeror shall take into consideration in its offer that the VA facilities will have payment terms of net 30 days.

6.5.1 Conventional/Bulk Delivery Method:

Proposal Line Item #	Base Period (4/20/10-12/19/11)	Option Period 1 (12/20/11-8/19/13)	Option Period 2 (8/20/13-4/19/15)
Line Item 1 (VISN 1) Set Aside for SB			
Line Item 2 (VISN 2) Set Aside for SB			
Line Item 3 (VISN 3)			
Line Item 4 (VISN 4)			
Line Item 5 (VISN 5)			
Line Item 6 (VISN 6) (OGAs)			
Line Item 7 (VISN 7)			
Line Item 8 (VISN 8-except Puerto Rico) Set Aside for SB			
Line Item 9 (VISN 9)			
Line Item 10 (VISN 10)			
Line Item 11 (VISN 11)			
Line Item 12 (VISN 12)			
Line Item 13 (VISN 15)			
Line Item 14 (VISN 16) (OGAs)			
Line Item 15 (VISN 17)			
Line Item 16 (VISN 18)			
Line Item 17 (VISN 19) (OGAs)			
Line Item 18 (VISN 20-except Alaska)			

Line Item 19 (VISN 21-except Hawaii)			
Line Item 20 (VISN 22)			
Line Item 21 VISN 23) Set Aside for SB			
Line Item 22 (Puerto Rico) Set Aside for SB			
Line Item 23 (Hawaii)			
Line Item 24 (Alaska)			
*Line Item 25 (CMOPS)			
Line Item 26 Amendment 2 Deleted			
Line Item 27 Amendment 2 Deleted			

***CMOP's intend to consolidate at some point during the contract to one Distribution Center.**

6.5.2. Unit of Use or Low Unit of Measure Delivery Method:

(NOTE: See attachment A List of Facilities for those facilities within VISNs that currently use unit of use delivery that require processing per section 18.)

Amendment 4 - 6.5.2 Unit of Use or Low Unit Measure Delivery Method. Add: Offeror's distribution fees proposed for LUM/UOU must be quoted as a stand-alone fee. Fees proposed must not be incremental to the Conventional/Bulk delivery fee.

Proposal Line Item #	Base Period (4/20/10-12/19/11)	Option Period 1 (12/20/11-8/19/13)	Option Period 2 (8/20/13-4/19/15)
Line Item 1 (VISN 1) Set Aside for SB			
Line Item 2 (VISN 2) Set Aside for SB			
Line Item 3 (VISN 3)			
Line Item 4			

(VISN 4)			
Line Item 5 (VISN 5)			
Line Item 6 (VISN 6) (OGAs)			
Line Item 7 (VISN 7)			
Line Item 8 (VISN 8-except Puerto Rico) Set Aside for SB			
Line Item 9 (VISN 9)			
Line Item 10 (VISN 10)			
Line Item 11 (VISN 11)			
Line Item 12 (VISN 12)			
Line Item 13 (VISN 15)			
Line Item 14 (VISN 16) (OGAs)			
Line Item 15 (VISN 17)			
Line Item 16 (VISN 18)			
Line Item 17 (VISN 19) (OGAs)			
Line Item 18 (VISN 20-except Alaska)			
Line Item 19 (VISN 21-except Hawaii)			
Line Item 20 (VISN 22)			
Line Item 21 VISN 23) Set Aside for SB			
Line Item 22 (Puerto Rico) Set Aside for SB			
Line Item 23 (Hawaii)			
Line Item 24 (Alaska)			

Line Item 25 Amendment 2 Deleted			
Line Item 26 Amendment 2 Deleted			
Line Item 27 Amendment 2 Deleted			

6.6 Value-Added Services. In addition to the base delivery requirements listed in Sections 6.5.1 and 6.5.2 and in order to provide customers different levels of service, this solicitation allows medical centers the flexibility to tailor their base delivery requirements and to adjust their base fee with equitable upward/downward adjustments to the Conventional/Bulk and Unit of Use or Low Unit of Measure Delivery methods. Value-added services will not be considered in the evaluation of price proposals, however, the offeror’s capabilities to provide value-added services will be evaluated. Value-added service fees shall be submitted as an adjustment (increase, decrease or no change) to the base distribution fees for both Conventional/Bulk and Unit of Use or Low Unit of Measure Delivery methods. Adjustments shall apply to those deliverables affected by the adjustment only. Offerors may list additional value-added services by separate attachment. It is likely that distribution fees will vary among the facilities within a VISN as after award, individual facilities may tailor their requirements and adjust the base distribution fee according to the value-added services selected. VA reserves the right to exclude from award value-added services if adjustments offered to base distribution fees are considered unreasonable. VA also reserves the right to renegotiate value-added service adjustments to base distribution fees prior to exercising any future option periods.

6.6.1 Conventional/Bulk Delivery Method:

VALUE-ADDED SERVICES	Adjustment To Conventional/Bulk Base Distribution Fee. <i>(Please indicate proposed adjustment as either an increase(+) or decrease (-) to the Conventional/Bulk base distribution fee. Please indicate “No Change” for no adjustment to Conventional/Bulk base distribution fee.)</i>
Deliveries One or Two Days Per Week	
Deliveries Four or Five Days Per Week	
Saturday Deliveries (See Note 1)	
Sunday Deliveries (See Note 1)	
97% fill-rate	
Deliveries on Federal Government Holidays (See Note 1)	
Bar Code Labels	
Fill/Call	

***Note 1: Any charges for this service will apply only to the specific day on which the service was provided.**

6.6.2 Unit of Use or Low Unit of Measure Method:

<p>VALUE-ADDED SERVICES</p>	<p>Adjustment To Unit of Use or Low Unit of Measure Base Distribution Fee. <i>(Please indicate proposed adjustment as either an increase or decrease to the Unit of Use or Low Unit of Measure Base Distribution Fee. Please indicate "No Change" for no adjustment to the Unit of Use or Low Unit of Measure Base Distribution Fee.)</i></p>
<p>Saturday Deliveries (*See Note 1)</p>	
<p>Sunday Deliveries (*See Note 1)</p>	
<p>Deliveries on Federal Government Holidays (*See Note 1)</p>	
<p>Fill/Call</p>	

***Note 1: Any charges for this service will apply only to the specific day on which the service was provided.**

Amendment 4 - 6.6.2 Unit of Use or Low Unit of Measure Method. Add note: VA does not anticipate multiple deliveries beyond the one delivery within Consignee's Permisses as indicated in paragraph 6.3.2. However, Offerors may submit fees as a value added service for additional internal deliveries.

6.7 At the discretion of facilities, changes to delivery service levels and/or value-added services may be made by facilities by providing the awarded prime vendor contractor 15 days advance notice. Prime Vendor Distribution Centers must be inspected and approved for unit of use or low unit of measure delivery prior to distributing to facilities changing from the conventional/bulk delivery method to UOU or LUM delivery method.

6.8 Emergency Deliveries. Emergency deliveries are F.O.B. Destination and apply to core items requiring expedited delivery to ensure facilities have enough stock until the next scheduled delivery day. Offeror shall provide a minimum of *two monthly emergency deliveries* for each delivery account at no additional charge. Emergency deliveries shall be made within 12 hours after receipt of order. An offeror shall indicate below the number of emergency deliveries offered at no additional charge beyond the two required by this contract, and the offeror shall specify any additional charges (if applicable) per delivery trip, for emergency orders which exceed the two per month shipment limitation. Emergency deliveries will not be considered in the evaluation of fee proposals but will be evaluated for reasonableness of price. Drop shipments are authorized for emergency deliveries. Offeror shall bear all transportation costs for any drop shipments except for emergency deliveries resulting from the negligence by the Government or due to acts of nature or terrorism. The Government will not be liable for transportation charges incurred by prime vendors for emergency deliveries caused by the negligence by prime vendors (i.e., emergency shipments resulting from continuous backorders, low inventory levels, short or erroneous shipments).

6.8 Emergency Deliveries (continued):

Number of emergency deliveries offered at no additional charge beyond the two allowed per month, per account:	Flat rate in addition to delivery fee (includes transportation charges) for emergency deliveries in excess of the two deliveries required by the solicitation and the additional deliveries being offered at no cost. Flat fee charge shall be based per delivery trip.
_____ additional free deliveries per month	\$ _____

7. Objective. (Amendment 5) VA’s objective is to obtain its medical and surgical products from a single prime vendor for Conventional/Bulk and Unit of Use or Low Unit of Measure deliveries in a just in time environment for all the facilities covered by the proposal line items. This will provide ease of ordering, reduce the number of purchase orders, reduce the number of shipments and number of invoices processed by medical centers, reduce facility inventory levels, and provide customer flexibility through the establishment of a prime vendor contract for all facilities included in the proposal line items. VA may open new facilities and close existing facilities, thus VA reserves the right to add or delete facilities within the geographical area of a contract line item during the term of the contract. Any VA facilities that are added are subject to the same contract terms and conditions and shall be invoiced at the distribution fees awarded under the contract. In addition, a VA location may require deliveries to as many as two points of delivery at a single location (i.e. address) at no additional cost.

Other Government Agencies may be included in the resultant contract after award once a determination is made by the NAC Contracting Officer that such inclusions are within the scope of the contract, facilities are within the same geographic area, and by mutual consent by the prime vendor. Products and services on the resultant contract are for direct use by facilities and resale of products by facilities is prohibited. At a minimum, offerors shall possess the following:

The prime vendor shall possess the experience, skills, distribution centers, products, resources, transportation systems, and required web-based ordering systems to provide recurring and non-recurring medical/surgical products and services required by customers.

The prime vendor shall possess a Clean/Sterile Storage Area in accordance with Section 18 for handling, storing and providing Unit of Use (UOU) or Low Unit of Measure (LUM) deliveries as required by VA facilities.

The prime vendor shall have the capabilities and experience to implement the contract within 90 days from date of contract award.

The prime vendor shall service customers with the required contract fill-rates on Core Items, and shall provide facilities with all medical and surgical products identified in their product usage data from contracts with FSS, Ability One nonprofit agencies, national, VISN, and/or local Federal government contracts.

The prime vendor shall maintain the necessary inventory levels to service facilities and shall have the capabilities to distribute an extensive line of medical/surgical products (breadth and depth) and other product categories commonly distributed within the med/surg industry to VA and other Government customers at the required Fill Rates identified. The prime vendor shall expand its product database to include product suppliers for the products required by VA facilities within 90 days upon start up and within 30 days upon subsequent request.

The prime vendor shall provide distribution services such as next-scheduled business day delivery, generate inventory status and other performance reports as identified here within; provide emergency deliveries, provide distribution services for point of use dispensing equipment, provide unit of use or low unit of measure shipments for single and multiple end-user delivery points to the dock and internal service points.

The prime vendor shall be EDI capable for order receipt, order confirmation, functional acknowledgement, and invoice. The prime vendor shall possess a web-based ordering system for order entry, product queries, inventory status, order acknowledgement, and contract reports.

The prime vendor shall provide various management reports that reflect performance, socio-economic, and customer service indicators as identified here within. The prime vendor shall have demonstrated a satisfactory record of past performance, a strong record of customer service, prompt response to customer needs and support of socio-economic programs.

The prime vendor shall afford opportunities to Small, Small Disadvantaged, Small Women-Owned, Small Veteran-Owned, and Small HUBZone business concerns.

The prime vendor shall have the capability to provide value-added services to ensure flexibility in meeting customers' requirements.

8. Definitions. As used throughout this solicitation, the following words or terms are used as defined.

8.1 Ability One (Formerly JWOD) Nonprofit Agencies – A mandatory source program created by the Javits-Wagner-O-Day (JWOD) Act. Under the JWOD Program, the Federal Government obtains certain needed products and services from nonprofit agencies employing people who are legally blind (National Industries for the Blind (NIB)), or people with severe disabilities, (National Industries for the Severely Handicapped (NISH)).

8.2 Best Value - The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

8.3 Basic Ordering Agreement – A written instrument of understanding between VA and JWOD Nonprofit Agencies that contains product descriptions, terms and prices. Products supplied by JWOD Nonprofit Agencies are mandatory for VA facilities.

8.4 Clean/Sterile Storage Area – Segregated area used by the prime vendor to handle, store and provide facilities with deliveries under the Unit of Use (UOU) or Low Unit of Measure (LUM) delivery method. Clean/sterile storage areas shall be physically separated from the rest of the warehouse, have positive air flow, shall be free of corrugated materials and shall meet all the other requirements of Paragraph 18 of this solicitation.

8.5 Community-Based Outpatient Clinic (CBOC) - A full-time ambulatory care facility that is physically separated but administratively attached to a VA medical center. It is usually located in a less populated area than a satellite clinic and provides primary care as a post-hospital follow-up; occasionally one or more specialty services are provided.

8.6 Contracting Officer Technical Representative (COTR) – An authorized representative of the VANAC Contracting Officer at the VISN/facility level acting within the limits of authority delegated by the VANAC Contracting Officer. The VISN COTR acts as the liaison for each facility within the VISN and the NAC.

8.7 Conventional/Bulk Delivery – Method of delivery with products packaged in a bulk, usually case quantity in corrugated cardboard.

8.8 Core/Recurring Items – Items ordered by individual Medical facilities at least once per month from contracts with FSS, JWOD nonprofit agencies, national, VISN, and/or local Federal Government contracts, Open Market items are excluded. Recurring/core items shall be included in the fill-rate calculation.

8.9 Customer - A VA or Other Federal Government Agency authorized to use this contract. Customer is also referred to as “facility”, “using facility” or “Medical Center”.

8.10 Delivery of Products – Unless otherwise agreed between the facility and the prime vendor, deliveries shall be made in accordance with the facility delivery hours, ordering facility local time, to the delivery point(s) specified on the order.

8.11 Drop Shipments – Deliveries made directly from product suppliers to facilities as authorized by facilities. Invoicing is performed by the prime vendor.

8.12 EDI - Acronym for Electronic Data Interchange. Inter-process (computer to computer application) communication of business information in a standardized electronic form.

8.13 Emergency Delivery – An off-schedule delivery of core products required to ensure facilities remain operational until the next-scheduled delivery day. Emergency deliveries may result from acts of Nature or terrorism, or negligence by VA or the Prime Vendor.

8.14 Fill/Call – Value added option that allows facilities to either have an unfilled order or a portion of an unfilled order either killed (cancelled) or allow the undelivered items be backordered. Prime vendors must first call facilities and obtain a decision. Fill/call items shall count against the fill-rate, excepting the exclusions listed in Section 13.2.

8.15 Fill/Kill – An order or a portion of an order cancelled (“killed”) due to the non-shipment of products from the prime vendor to the customer by the required delivery order date, unless the ordering facility has previously approved the delivery of a substitute product. Killed items shall count against the fill-rate, excepting the conditions in Section 13.2.

8.16 Just-In-Time (JIT) – Inventory and distribution method to reduce stock at the using facility by receiving next business day delivery after placing orders. JIT includes both conventional/bulk or unit of use/low unit of measure packaging.

8.17 Low Unit of Measure (LUM) – Any portion of a case (such as each, box, roll, etc.,) ordered by a specific user. Includes any item repackaged by prime vendors. Prices for LUM deliveries shall be prorated case prices. Products shall be handled, stored and delivered in accordance with the requirements listed in Paragraph 18 of this solicitation, and delivery of products shall be in containers segregated by department.

8.18 Manufacturer Back Order (MBO) – An order from the prime vendor to a product supplier not shipped by the product supplier to the prime vendor due to the non-availability of products by the product supplier. Unfilled orders from prime vendors for reasons that can be prevented by the prime vendor (e.g., low prime vendor inventories, long prime vendor/supplier lead times, poor prime vendor logistical planning) for products that are available from product suppliers to prime vendors, are **not** considered MBOs. Prime vendor is required to identify and include any manufacturer back order in the Reports within as identified and by notice to the facility to include the purchase order number, product number and the date.

8.19 Medical/Surgical Prime Vendor (MSPV) - also referred to as “contractor” or “Prime Vendor”, is a business concern that functions as a purchaser’s source of distribution for a broad range of medical/surgical products and services as identified by the customer. A prime vendor is responsible for the maintenance of adequate inventory levels and for the delivery of goods contracted with a multitude of Federal Government contractors under the Federal Supply Schedule Program, VA National Standardization, VISN and local contracts to the customer upon order.

8.20 National Item File (NIF) – A collection of data generated and maintained by each VA facility that represents or reflects a complete inventory of items purchased, stored and used by every VA facility.

8.21 Next Scheduled Delivery Day - Next scheduled delivery day is the day agreed upon by the prime vendor and the customer for delivery of products.

8.22 Non-Recurring Items – Items ordered by customers less than once per month from contracts with FSS, JWOD nonprofit agencies, national, VISN, and/or local Federal Government

contracts, Open Market items are excluded. Non-recurring items are excluded from the fill-rate requirements.

8.23 Offer - Synonymous term for proposal. Offer means a response to a solicitation that, if accepted by the Government, binds the offeror to perform the resultant contract.

8.24 Oral Presentation – An oral submission of information to the Government by the offeror, used to augment or supplement all or part of the offeror’s written proposal.

8.25 Product Usage Data – The list of recurring and non-recurring medical/surgical products with their associated quantities, identified by customers that will be ordered under the MSPV program.

8.26 Unit of Use - Method to deliver items in the inner most package (usually each) ready for use or stocking in a dispensing machine. Prices for Unit of Use deliveries shall be prorated case prices. Products shall be handled, stored and delivered in accordance with the requirements listed in Paragraph 18 of this solicitation, and delivery of products shall be in containers segregated by department.

8.27 VANAC - Acronym for VA National Acquisition Center. VANAC is the contracting office for this procurement.

8.28 VA National Standardization Program – A program that establishes a single standard of care for veterans across the VA system on the types and kinds of supplies purchased by VA facilities consistent with clinical and practitioner needs. Standardization facilitates best-value product pricing through committed volume purchases and the delivery of high-quality health care. Standardized products are considered mandatory for use by all VA facilities.

8.29 Veterans Integrated Services Network (VISN) - A VISN is a group of VA medical facilities within a geographic area.

8.30 VISN Chief Logistics Officer (CLO). The VISN CLO is responsible for overseeing the MSPV program for its respective VISN. The VISN CLO resides in the VISN.

9. Applicable Documents. The following documents and standards form part of this statement of work to the extent specified herein.

9.1 Industry Standards. American National Standards Institute (ANSI), Accredited Standards Committee (ASC) X 12 Standards for Electronic Data Interchange (EDI). Information about the ANSI ASC X12 Standard may be obtained from:

Washington, DC.
Headquarters
1819 L Street, NW
(between 18th and

19th Streets), 6th floor
Washington, DC 20036
Tel: 1.202.293.8020
Fax: 1.202.293.9287

New York City Office
Operations

25 West 43rd Street,
(between 5th and
6th Avenues), 4 floor
New York, NY 10036
Tel: 1.212.642.4900
Fax: 1.212.398.0023

9.2 Health Industry Business Communications Council (HIBCC) EDI Use Conventions.

Information about HIBCC EDI Use Conventions may be obtained from:

Health Industry Business Communications Council
2525 E. Arizona Biltmore Circle, Suite 127
Phoenix, AZ 85016-2131
Phone: (602) 381-1091, Fax (602) 381-1093

9.3 Additionally, for the interfacing of healthcare applications, VA supports the High Level Seven (HL7) accredited ANSI standard. Information about HL7 may be obtained from:

Health Level Seven, Inc.
3300 Washtenaw Avenue, Suite 227
Ann Arbor, MI 48104-4261
Phone (734) 677-7777
Fax: (734) 677-6622
hq@h17.org

10. Stock-on-Hand. VA facilities covered by this solicitation may have an inventory of stock-on-hand by the contract effective date. Facilities will not be obligated to purchase items from the prime vendor until facilities reduce or exhaust their existing stock levels. The existing inventory will be reduced through normal usage and attrition.

11. Product Usage Data. The prime vendor shall service facilities with all core and non-recurring items identified and required by each individual facility covered by this solicitation. Changes to product usage data (e.g., product additions/deletions, product price changes) will be made by facilities throughout the life of the contract, as deemed necessary. No changes will be made without documented concurrence of the facility. Usage data will include the following two categories:

11.1 Core/Recurring (products ordered at least once a month). Each facility will provide the prime vendor with best estimated 30-day usage data for recurring products within 15 days from date of contract award. Recurring products must be covered by FSS, National Standardization, Basic Ordering Agreements with JWOD Nonprofit Agencies, VISN or local contracts. Non availability of recurring products shall affect the contract fill-rate.

11.2 Non-Recurring Items (products ordered less than once a month). Facilities will identify their non-recurring products that will be ordered under the MSPV Program. Non-recurring products must be covered by FSS, National Standardization, Basic Ordering Agreements with JWOD Nonprofit Agencies, VISN or local contracts. Non-recurring items will not count in the fill-rate calculation.

11.3 In order to maintain the level of service in relationship to Core items required by facilities, the prime vendor shall use generally accepted inventory practices consistent with facility actual usage data, and shall monitor facility monthly purchase history of recurring and non-recurring items throughout the contract period and to adjust its own warehouse inventory levels to match the product demands of facilities, making corrective and seasonal adjustments in ordering points, ordering quantities, and safety stock levels. Documented regular monthly communications are required and any adjustment to the Core Item Listing and levels must be approved by the VA facility prior to the prime vendor making changes.

11.4 The prime vendor shall coordinate and resolve with facilities any product usage data issues. Product usage data changes shall be reflected in the next-scheduled monthly contract report with facility concurrence. The report shall be provided to each individual facility, to each designated Contracting Officer Technical Representative, and the NAC Contracting Officer.

12. Product Substitutions. It is the intent of facilities to be serviced with the items identified in their product usage list, not product substitutes. During the implementation period, the prime vendor shall assist facilities with the identification of acceptable product substitutes for products identified in their usage list if the facility desires. Product substitutes shall be products covered by FSS contracts, JWOD Non Profit Agencies, National Standardization, VISN and local VA contracts.

12.1 The Prime Vendor is prohibited from automatically substituting products without first obtaining approval from VA facilities. If the prime vendor cannot fill an order for a product included in the facility's Core product usage list, the prime vendor shall notify the customer the reason requested product is not available, and shall suggest possible suitable product substitutes from the established product substitute list. The prime vendor shall not suggest self-manufactured or private label products of the prime vendor or any subsidiaries without also suggesting at least one competitor's products. The facility will decide whether to accept a product substitute or to cancel the unavailable item from the order. Product substitutes shall count against the contract fill-rate, excepting the conditions in Section 13.2.

13. Fill-Rates. The prime vendor shall meet the contractual fill-rates calculated and reported monthly based on the Core Item Listing for each individual facility covered by this solicitation. See 13.1 below for Fill rates calculation. Failure by the prime vendor to meet the required fill-

rate per facility on a monthly basis may result in adverse contract performance evaluation, termination of purchase order for default, may affect exercise of option periods and/or result in contract termination. Fill-rates for customers allowing backorders shall be calculated on the first partial shipment made on the order. Wrong products shipped to facilities due to prime vendor's fault shall count against the fill-rate. Killed items, product substitutes, and split shipments for Core items shall count against the fill-rate, excepting the conditions in Section 13.2.

13.1 Fill-Rate Calculation. Fill-rates shall be calculated as:

Number of Core Line Items Shipped in Full on the Scheduled Delivery Date per month plus the total number of lines with a manufacturer back order plus the total number of lines reduced or rejected because the 30 day usage level was exceeded by 10% Divided by Total Number of Core Line Items Ordered Per month

13.2 Fill-rate calculation exclusions. Exclusions to the required contract fill-rates are listed below:

- (a) Non-recurring or non-core items (items ordered less than once a month)
- (b) Products ordered in quantities exceeding the facility's 30-day usage by more than **10%** per month.
- (c) *Manufacturer Back Orders resulting from the nonavailability of products by product suppliers to prime vendors.
*Please note the definition of manufacturer back order listed in Paragraph 8.15.

Amendment 4 - Add paragraph (d) as follows. Exclusions to the required contract fill-rates are listed below:

- (d) **Items not shipped due to price discrepancies between VA and PV.**

14. Electronic Data Interchange (EDI).

14.1 Offeror shall have electronic data interchange interface capabilities within the 90-day implementation period to process EDI orders and acknowledge orders in accordance with ANSI ASC X.12 Standard, 850, 855, and 997 Transaction sets including with point of use dispensing equipment units on all patient care areas for those facilities electing unit of use delivery. The point of use dispensing equipment interfaces with Veterans Information Systems and Technology Architecture (VISTA), which includes the Generic Inventory Package (GIP) of the Integrated Funds Distribution, Control Point Activity, Accounting and Procurement (IFCAP) Program.

14.2 The prime vendor shall also be required to make available to each facility covered by this solicitation a Web-Based Ordering System accessible through the Internet via any standard web-browser within the 90-day implementation period. The Web-based ordering system must be

easily accessible to facilities and must allow facilities to perform product queries, access contract information, receive order confirmations, track and/or place orders for the products covered by the MSPV program. The Web-based ordering system must show the FSS, National Standardization, VISN and/or local Federal Government contract prices for each VA account. The account shall be password-protected and run in secure mode.

15. Delivery Orders.

15.1 Order Methods. VA facilities will process orders either through VA's VISTA system, or the Prime vendor's web-based order system. In the event VA's VISTA program or the prime vendor's system are not functional, the prime vendor shall accept orders by an alternative method such as via fax or telephone. The prime vendor shall accept emergency orders and modifications to delivery orders via fax or telephone. There shall be no limit on the number of orders placed by facilities in a day, but the prime vendor shall be responsible for consolidating the orders for a single delivery on the next scheduled delivery date. In the event that the VA implements new electronic inventory and ordering systems, the prime vendor shall have the technical capability to work with the VA to adapt to any new system specifications required to accept electronic orders from the VA.

15.2 Order Cut-Off Time. Facilities placing orders EDI through the Austin Automation Center will place orders in the VA's ordering system before 10:30 a.m. (facility local time) and the translated EDI data will be delivered to the prime vendors' value added networks (VANs) no later than noon (facility local time) on the day before the next regularly-scheduled delivery. Facilities placing orders using other than EDI through AAC will place orders before 12:00 pm (facility local time).

15.3 Order Confirmation Price. The date of the order confirmation establishes the delivered unit price in effect (e.g., if on the date of order confirmation the delivered unit price is \$3.00, but on the date of order delivery the delivered unit price is \$3.50, the correct billing amount is \$3.00.)

15.4 EDI Order Confirmation (Applicable to VA facilities only). The prime vendor shall generate EDI order confirmation to ordering facilities within two hours after transmission of EDI orders in accordance with ASC X12 Standard, 855 transaction set. This electronic confirmation must follow the VA 855 transaction set implementation guidelines. The contractor shall access the value added network (VAN) throughout the day at frequencies that allow for provision of order confirmation within the two-hour time required. (Note: VA sends and receives information to VANs every hour between the hours of 6:00 a.m. and 8:00 p.m. Central Time.) An alternate communications method allowing for the transfer of EDI data directly to the prime vendor site is also available utilizing the Applicability Statement 2 (AS2) secure internet data transfer protocol. Prime vendors will be required to sign a Memorandum of Understanding/Interconnect Security Agreement (MOU/ISA) in order to bypass the VANs and communicate directly with the VA.

15.5 Confirmation on other than EDI Orders. Confirmation to ordering facilities for facsimile orders shall be within two hours of receipt of order. Telephone orders shall be

confirmed immediately. An order confirmation for item substitutes shall be within four hours from the time VA placed the original order. Confirmation on other than EDI orders may be made via fax or via e-mail. If an order confirmation is placed via e-mail, any attachments should be in the format used by the facility to place the order, e.g. Comma Delimited Text File (*.csv), MS Excel™ Spreadsheet (.xls) , or MS Access™ Database (.mdb).

15.6 Confirmation Content. All unfilled or partially filled purchase order line items shall be listed on the order, and non-contract items shall be shown as rejected. Facilities shall be able to print the confirmation. At a minimum, the order confirmation shall include the following information:

- Prime Vendor Name
- Prime Vendor Contract Number
- Facility Name
- Facility Purchase Order Number
- Federal Government Product Contractor Item Number
- National Item File Number (when implemented)
- Item Description
- Unit of Purchase
- Packaging Multiple
- Quantity Ordered
- Quantity Confirmed
- Status of Non-Confirmed Line Items/Quantities
- Note for Pre-approved Product Substitution (yes/no)
- Line Item Unit of Purchase Price
- Line Item Total Cost
- Total Cost of Order
- Identification of Cancelled Items

16. Unfilled Orders. Unfilled/partially-filled orders shall be processed in the following manners as directed by facilities.

16.1 Fill/Kill. The prime vendor shall kill an order or any unfilled portion from an order, unless facilities approve the delivery of substitute products. Killed items shall count against the fill-rate, excepting the conditions in Section 13.2. If the Prime vendor is found to be providing incorrect information with regards to “fault” for lower fill-rates the contract may be terminated for Cause, Options may not be exercised by the Government, and/or the prime vendor may receive an adverse performance rating.

16.2 Backorders. Facilities, at their option, may accept backorders on unfilled items and/or orders. Fill-rates for facilities on backorders shall be calculated on the first release of the order. Backorders shall count against the fill-rate, or excepting the conditions in Paragraph 13.2.

16.3 Fill/Call - Value-added option that allows facilities to either have an unfilled order or a portion of an unfilled order either killed (cancelled) or allow the undelivered items be

backordered. Prime vendors must first call facilities and obtain a decision. Fill/call items shall count against the fill-rate, excepting the exclusions listed in Section 13.2.

17. Delivery of Products.

17.1 Delivery Time. In accordance with the facility delivery hours, the prime vendor shall deliver the product ordered to the delivery point(s) specified on the order.

17.2 Delivery of Recurring/Core Products. The prime vendor shall provide one consolidated delivery and one invoice per purchase order by the required delivery date for all core products ordered by facilities. Shipments to a facility for products not located at the contractor's primary distribution center servicing the customer shall be seamless to the customer, and products shall be delivered with the facility's regularly scheduled consolidated delivery. Facilities may reject any split shipments for core items. Split shipments for core items to facilities shall count against the fill-rate, excepting the conditions in paragraph 13.2 or in situations where the prime vendor and the facility agree to accept split shipments. In those cases it would be expected that the item(s) arrive as scheduled, packing lists and invoices coincide with that particular shipment.

17.3 Delivery of Non-Recurring Products. The delivery time (i.e., number of days after receipt of order) for non-recurring items will be negotiated between the prime vendor and the customer. Drop shipments are authorized in the delivery of non-recurring products. Delivery for non-recurring products shall be F.O.B. Destination and the prime vendor shall bear all transportation costs incurred in providing non-recurring products to facilities. The prime vendor shall not be responsible for transportation costs for emergency deliveries of non-recurring items required to be made in less than 12 hours.

18. Prime Vendor Distribution Center Clean/Sterile Storage Areas

(Note: This is a clean/sterile storage area, not a manufacturing/assembly room)

18.1 Prior to award, VA will conduct inspections of offeror distribution center clean/sterile storage areas that will be used to service those facilities that have elected unit of use or low unit of measure delivery to ensure that clean storage areas meet the requirements for handling, storing and delivering products under the unit of use and/or low unit of measure delivery method as described herein. VA reserves the right to conduct inspections of the vendor distribution centers that service facilities that elect to change from convention/bulk to unit of use or low unit of measure delivery anytime throughout the contract period.

Amendment 4 paragraph 18.1 Prime Vendor Distribution Center Clean/Sterile Storage Areas. VA may not order and a prime vendor may not deliver any item in unit of use or low unit of measure including repackaged items unless the prime vendor has a clean room that has been inspected and approved by VA NAC.

18.2 The prime vendor shall be required to handle, store and provide unit of use or low unit of measure deliveries as required by the VA facilities covered by this solicitation in clean/sterile storage areas. Prime vendors shall comply with the same storage and handling requirements

required of VA to ensure that the products are in the right condition for patient care use without causing potential infection due to contamination. All clean/sterile storage areas shall be designed to promote cleanliness, visibility, safety and efficiency of distribution.

18.3 Shipping containers for medical and surgical products are provided by the vendor and are designed to protect the products during transport, provided the products are handled and stored properly by prime vendors. Shipping containers must be opened under conditions that will not contaminate their contents. Once shipping containers are open, the products must be stored in an area that provides protection from dust and contaminants. A clean/sterile storage area provides this protection. It is critical that product packages be kept cleaned. Otherwise, potential contaminants may drop onto open packages leading to contamination of products and possibly death to patients through infection.

18.4 The prime Vendor shall store products under the unit of use and/or low unit of measure delivery method in an area that will be physically separated, that will have controlled positive air flow and that will have limited traffic flow. This area is known as the “Clean/Sterile Storage Area”.

18.5 Products under the Unit of Use and/or Low Unit of Measure delivery method shall be pulled and transported from the offeror’s clean/sterile storage area in closed, clean, moisture and dust-free containers provided by the vendor. Offerors shall ensure that products shipped remain free of contaminants during transport from offeror distribution centers to VA facilities.

18.6 The prime vendor shall remove products from their outer shipping containers and corrugated cases in the breakout area, and placed on carts or bins for transfer to the clean/sterile storage area.

18.7 The prime vendor clean/sterile storage area shall be physically separated from the Conventional/Bulk (case lot) products area to prevent cross-contamination. Products under the Unit of Use and/or Low Unit of Measure delivery method shall not be mixed with case lot products and shall be protected in clean bins or carts until the products are released from the clean/sterile storage area.

18.8 Clean/sterile storage areas shall be under positive air flow. Positive air flow means that a greater amount of air is forced into the clean/sterile storage area than is exhausted. This forces the air in the clean/sterile storage area to seek other routes of escape such as through doors, service windows or other areas so that the air is being forced from the clean/sterile storage area to the other areas. There shall be at least 10 air exchanges per hour in the clean/sterile storage area. Large distribution centers, or distribution centers with large open warehouse doors may require more than 10 air exchanges per hour in the clean/sterile storage areas. The positive air flow is critical to prevent dust and dirt blown into the clean/sterile storage areas causing the contamination of products and packages, preventing their use by patients in an aseptic manner.

18.9 The Clean/Sterile Storage Area shall be free of corrugated material. Corrugated materials shall not be used as dispensing/storage containers in the clean/sterile storage area. Corrugated material collects dust and dirt and is a conduit for insects.

18.10 Products under the Unit of Use or Low Unit of Measure delivery method shall be stored by the prime vendor in carefully controlled conditions that are protective of extremes in temperature and humidity. The prime vendor shall maintain temperatures in clean/sterile storage areas between 65 and 72 degrees Fahrenheit, and humidity shall be maintained between 35 and 75 percent.

18.11 Clean/sterile storage area shall have limited traffic flow. Unlimited access increases the potential of product contamination.

18.12 The Clean/sterile storage area shall have recessed lights and no exposed pipes. This is to prevent the collection of dust and dirt that would otherwise collect and fall on the clean/sterile storage area products.

18.13 Clean/sterile storage area shelves shall be at least 2” from outside walls to prevent contamination from condensation.

18.14 Except for bottom shelves, that clean/sterile storage area shelves shall be open wire shelves. Open wire shelves do not collect dust. The bottom shelf shall be solid, shall be maintained clean, and shall be at least 8” off the floor for effective cleaning. Bottom solid shelves prevent products stored in the bottom shelf from becoming contaminated from wet or damp mops or other cleaning processes.

18.15 Clean/Sterile Storage Area, including floors, walls, shelves and bins shall be cleaned at least three times per week. The Clean/sterile storage area shall be free of visible dust or dirt.

18.16 Clean/sterile storage area floor shall be sealed for cleanliness. Floors that are not sealed bleed dust and dirt. Floors must consist of materials that can be mopped with wet cleaning solutions. Clean/sterile storage area floors shall not be dry-dust mopped or dry-buffed. Dry-dust mopped /dry-buffed floors cause dust and dirt to be airborne contaminating the products and or packages.

18.17 Cosmetics, drinks, and food in the clean/sterile storage area are prohibited. Such items may spill causing contamination, or spoil, encouraging microorganism population growth and endangering valuable medical supplies.

18.18 Products in the clean/sterile storage area shall not be stored next to, under or near water pipes, in window sills, or any areas where they may become wet.

18.19 Personnel entering the clean/sterile storage area shall wear protective attire to protect the products from outside contaminants. Personnel working in other warehouse areas shall change clothes or wear cover gowns from neck to knees (back and front) to protect the clean/sterile storage area. It is recommended that clean/sterile storage area attire be differentiated to assist in the control of traffic and to prevent contamination.

19. Drop Shipments. Drop shipments increase facility administrative costs and resources. The offeror shall be required to maintain sufficient inventory levels for Core items identified in the

usage data from facilities and deliver those products from such inventory directly to facilities on the required delivery dates. Unless approved by the customer, drop shipments directly from product suppliers to the customer are prohibited. The offeror shall indicate in the order confirmation any line items authorized by facilities as drop shipments. The offeror shall be held responsible for performing all billings associated with drop shipments. The offeror shall be responsible for all transportation costs on drop shipments authorized by facilities, unless drop shipments result from the negligence of the Government, acts of nature or acts of terrorism.

20. Shelf Life. Any product with a shelf life or an expiration date shall have no less than six months self life/expiration dating remaining upon delivery to the Government, unless the customer authorizes a product with a shorter shelf life. On products with an initial expiration date or shelf life of less than six months, at least 75% shelf life dating shall remain at time of delivery to the ordering facility.

21. Federal Government Holidays. Federal Government Holidays are indicated below with the exception of Holidays designated by Presidential declaration. Alternate delivery dates may be mutually established in writing. The prime vendor shall be required to make regularly scheduled deliveries for company holidays that do not coincide with the list of federal holidays below, unless alternate delivery dates have been mutually established in written communication.

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

When a Federal Government holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. If a Federal Government holiday falls on a Saturday, Federal Government agencies observe the preceding Friday as a legal holiday.

22. Packaging and Packing.

22.1 Prime vendors shall group, pack, label and separate products by individual purchase order number for ease of receipt by using facilities. Product identification and purchase order number information shall be clearly visible in each pallet.

22.2 Packaging and Packing - Unit of Use or Low Unit of Measure Deliveries. Prime vendors shall package, pack, and ship products under the Unit of Use or Low Unit of Measure delivery method in plastic containers (totes) lined with plastic liners provided by the vendor. The totes

shall be secured with plastic lids. Totes shall be labeled and palletized by VA internal Service area.

23. Packing List. Packing lists shall be included with every shipment. The offeror shall indicate the quantity filled on partially-filled items. All unfilled or partially filled items shall be listed and shall be marked as either “Unfilled”, or “Partially-Filled”. The packing list shall be provided in paper "hard copy" format to the place and time of delivery. The packing list price must be identical to the confirmation price for each item delivered. At a minimum, the packing slip shall include the following information:

- Facility Name
- Facility Purchase Order Number
- Product Contractor Product Number
- Prime Vendor Name
- Prime Vendor Contract Number
- Prime Vendor Product Number
- National Item File Number (when implemented)
- Item Description
- Unit of Purchase/
- Packaging Multiple
- Quantity Ordered
- Quantity Delivered
- Identification of Any Product Substitutions
- Line Item Unit of Purchase Price (FSS + Distribution Fees)
- Line Item Total Cost
- Total Cost of Purchase Order
- Cancelled Items
- Status of Non-Delivered Items/Quantities

24. Materiel Safety Data Sheets (MSDS). MSDS are required for all hazardous material delivered under this contract. The prime vendor shall provide MSDS to facilities upon delivery of any hazardous material, and when requested. The prime vendor shall maintain a file of all MSDS. The contractor shall ensure that all hazardous material is labeled correctly.

25. Invoices. The prime vendor shall perform all billings for all Core Items and nonrecurring items and services performed, and shall provide facilities with one consolidated invoice per purchase order. The prime vendor shall invoice facilities for products shipped, not for products ordered. Facilities will confirm deliveries received, and payment will be made only for products received. The contractor shall submit electronic invoices to the payment office cited in the purchase order. EDI transmission to the payment office shall be in accordance with ANSI ASC X12, 810 transaction set. Invoice prices shall be limited to two decimal places and shall be rounded to the nearest cent. Invoices for EDI orders shall include the following information:

- Facility Name

- Purchase Order Number
- Government Supplier Item Number (FSS Vendor)
- FSS or Other Federal Gov't Contract Number
- National Item File Number (when implemented)
- Prime Vendor Name
- Prime Vendor Product Number
- Prime Vendor Contract Number
- Item Description
- Quantity
- Unit of Measure
- Extended Price to include FSS + Distribution Fees combined
- Order Subtotal Amount (inclusive of distribution fee)
- Total Order Amount inclusive of distribution fees.

25.1 Product Price. The invoice price of the product shall be the Federal Government price established by FSS contracts, VA National Standardization Program, Ability One Nonprofit Agencies, VISN, and/or local contracts with Distribution Fees imbedded or separated at the discretion of the facility (Amendment 3).

25.2 Prime Vendor Fee. The Prime Vendor shall show separately on a single invoice the items ordered under the Conventional/Bulk delivery method, and the items ordered under the Unit of Use or Low Unit of Measure Delivery Method. Prime vendors or any of their subsidiary companies are restricted from assessing any distribution fees for products provided under the prime vendor's or subsidiaries' Federal Supply Schedule contract. Fees are determined normally by individual VA Facility adding MSPV Contract Base distribution fees to any Value Added costs or subtracting Value Added credits then applying the percentage to the Federal Supply Schedule or Contract price per line item. For VISN's that have a consolidated data base it is important that they mutually decide and agree on Value Added Services that would be the same.

25.3 Product Price Discrepancies. The prime vendor shall make price changes in accordance with Paragraph 26. Both the customer and the prime vendor shall review invoices and payments for accuracy and resolve any price discrepancies within 60 days of the date of issuance of the invoice.

26. Federal Government Product Prices. VA National Standardization product prices will be provided to prime vendors after award and upon subsequent updates, at the following Web Address:

<http://www.va.gov/vastorenac>, located under the topic "Med/Surg Prime Vendor Program and Standardization."

Information will be provided in the form of a tab delimited text file and/or Excel spreadsheet. The Web site will maintain product prices for FSS, Ability One Nonprofit Agencies, and VA National Standardization contracts only.

Each facility is responsible for providing prime vendors with contract information for core/recurring products and non-recurring products that they wish to obtain from the prime vendor. Prime vendors are responsible for keeping up-to-date with any changes reflected by the database.

26.1 Product Price Loading.

26.1.1 The prime vendor shall load contract actions including price changes, product additions and deletions, contract extensions, and contract expirations by 6 a.m. Eastern Standard Time (EST) of the effective date of the change for products on FSS contracts, products provided by Ability One Nonprofit Organizations, and for products awarded under VA's National Standardization Program as indicated at www.va.gov/vastorenac under the topic "Med/Surg Prime Vendor Program and Standardization". Facilities will provide the prime vendor the product prices and subsequent price changes on VISN or local contracts. For the most part, effective dates for FSS contract changes are the 1st and the 15th day of each month. VANAC has agreed to provide daily updates that would include only additions, deletions and changes with effective dates to the MSPV and facilities. The process and method of communication is currently under review.

26.1.2 The prime vendor shall not honor any price changes furnished directly by Federal Government product contractors. Price change notifications that the prime vendor receives directly from FSS, National Standardization and Ability One Nonprofit Organizations product contractors shall be forwarded to the VANAC MSPV Contracting Officer for action. VANAC will then take appropriate action and shall validate the price change notifications. Price change notifications received by the prime vendor directly from VISN or local contractors shall be forwarded directly to the facility contracting officer representative for validation.

26.1.3 Product price changes to National Standardization, Ability One Nonprofit Agencies and FSS contracts, shall be authorized by VANAC through formal modifications to the respective contracts. Product price updates for VISN or local contracts shall be authorized and furnished directly to prime vendors by individual facilities. No other personnel are authorized to make any product price changes.

26.1.4 Facilities shall provide directly to the prime vendor the effective dates of approved changes for contracts other than FSS, National Standardization, and/or Ability One Nonprofit Agency products.

26.2 Product Price Administration. The prime vendor shall comply with the product price loading instructions listed above. Contract prices shall remain in effect until: 1) the contract expires, 2) VANAC or facilities notify the prime vendor of price changes, and/or items are deleted.

27. Credits/Rebills/Short Payments

27.1 Credit Accounts. The prime vendor shall establish credit accounts with each individual facility for pricing errors discovered after receipt of products and/or payments, shipping discrepancies, products returned by customers or other allowances. Credit accounts shall include the facility name, VISN number, “Ship To” account number and other appropriate information as required by facilities.

27.2 Credits. The prime vendor shall provide customers with credit memos as they occur. Credit memos shall be readily identified (i.e., sequentially numbered, etc.) and shall include the original customer delivery order number, line item number, original customer invoice number, product number, National Item File number (when implemented), facility identification, product description credited, credit amount, and reason for credit. Credits for overpayments shall be the difference between the price paid by the customer and the correct price in effect at time of purchase for the affected product. The reimbursement shall be from the date the price reduction should have occurred until the date the prime vendor charged the correct price only if proper notification was provided by the National Acquisition Center.

27.2.1 End-of-Month Credit Reports. (Amendment 3) The prime vendor shall provide each individual facility, VISN COTR, and VANAC Contracting Officer with a monthly report of all open credits no later than the 15th calendar day following the end of the reporting month, together with reasons credits are still open. Credits shall be given to facilities within two days from date of occurrence. Credits shall be issued for each separate purchase order in the manner specified by the facility representative or VISN COTR.

27.3 Rebills. Rebills are vehicles used to correct a previous invoice for discrepancies other than price (e.g. incorrect product quantities shipped). The prime vendor must present rebills within one month of the invoice. The prime vendor shall not issue any rebills after this date. All rebills must reference the original customer delivery order number and date, original invoice number and date, identification of the line item(s) affected, amount, and reason for rebill.

27.4 Short Payments. The Government will reimburse the prime vendor for any valid product price discrepancies that result in short payments to the prime vendor. The prime vendor shall present a demand for payment to the payment address designated by facilities within one month of payment on the disputed invoice. The demand for payment shall include the original customer purchase order number, original customer invoice number, product number, product description, shorted amount, and reason for shorted amount. NOTE: To reduce short payments, prime vendors will not ship any item with a price discrepancy until the price discrepancy is resolved by either VA amending the order to correct price or the prime vendor correcting the price.

28. Products/Product Suppliers.

28.1 Upon Contract Award. Within 90 days from date of MSPV contract award, the prime vendor shall establish commercial agreements with FSS, National, VA Standardization Program, Ability One Nonprofit Agencies, VISN and /or local Federal Government product contractors for 100% of the medical/surgical products and product suppliers identified by customers in their product usage data. The prime vendor shall service facilities with products identified in their

product usage list within 90 calendar days from notification by facilities for requested products, or by the contract effective date, whichever is later.

28.2 After Contract Award. After contract award, the prime vendor shall be required to establish commercial agreements with new product suppliers within 30 calendar days from notification by the NAC (for FSS, National Standardization and/or Ability One Nonprofit Agencies) and/or local facilities (for VISN and local contracts). The prime vendor shall service facilities with additional products within 30 calendar days from notification by facilities for requested products.

28.3 Product Suppliers.

28.3.1 The prime vendor shall be required to service facilities with facility identified medical/surgical products on FSS, VA National Standardization, Ability One Nonprofit Organizations Contracts, VISN and local Federal Government contracts. The prime vendor shall promptly inform the NAC Contracting Officer, the VISN and facility COTRs of any problems encountered with any FSS, national, or standardization program product suppliers that will prevent establishing any commercial agreements in the required period of time.

28.3.2 The prime vendor shall not require product suppliers to carry liability insurance in excess of \$1,000,000, charge unreasonable tracing fees and/or require additional discounts from product suppliers, nor require product suppliers to meet any additional prerequisites not generally accepted as commercial practice. Such actions may be construed by the Contracting Officer as restricting product choices and product suppliers to customers and shall adversely affect the prime vendor's performance rating.

28.3.3 The prime vendor shall be required to meet its payment obligations with Federal Government product suppliers on a timely basis. Payment delays by prime vendors to product suppliers, especially small businesses, may adversely affect the participation of product suppliers in the MSPV program and may be construed by the Contracting Officer as restricting product choices and product suppliers to customers and shall adversely affect the prime vendor's performance rating.

29. Return of product.

29.1 Contractor error and shipping damage. The contractor shall accept return of product for replacement or credit under the conditions listed below.

- Defective product
- Product shipped in error
- Facilities will notify the Prime vendor within 48 hours on shipping damage, including concealed shipping damage
- Facility will notify the Prime vendor within 48 hours for products with less than 6 months expiration/shelf-life dating remaining at time of delivery, unless otherwise authorized by the customer the

- Any other condition necessitating the return when such condition was caused by the prime vendor

29.2 Disposition Instructions. The prime vendor shall provide disposition instructions within 48 hours after receiving notification from the customer that it has product to be returned under any one of the conditions cited above. If disposition instructions do not provide for removal of the product within 72 hours after the contractor received the notification, the customer may dispose of the product, and will still be due the appropriate credit for the disposed product.

29.3 Replacement. Products returned under the conditions in Section 29.1 shall be replaced by the prime vendor at no charge to the facility. The prime vendor and the customer shall mutually establish a time by which replacement product shall be delivered. In the event that a difference in price exists between the product delivered and the product ordered, any credits shall be resolved in accordance with Section 29.4.

29.4 Credit. If the customer desires credit in lieu of replacement, the prime vendor shall issue full credit for the returned product to the customer account within five days after receipt of the returned goods or disposition of product. The credit shall include the product price plus the distribution fee (if applicable) originally billed, the original customer purchase order number, product description and product number.

29.5 Transportation Cost. The prime vendor shall bear all costs incurred, including transportation, in the return and replacement of product under conditions cited in Section 29.1.

29.6 Customer Error Returns. If a customer desires to return goods for any reason other than conditions cited in Section 29.1, such return shall be made as follows:

- a. For returned products stocked by the prime vendor, the products shall be returned to the prime vendor in accordance with standard commercial practice.
- b. For special order products requiring return to the product supplier by the prime vendor, the customer will pay the fee charged by the product supplier to the prime vendor for returned goods.

30. Product Modification Removal or Recall. The prime vendor shall be responsible for handling all recalled products in the manner listed in AS Clause 214, Section C, page 59.

30.1 Replacement/Credit for Products Removed or Recalled. The prime vendor shall issue replacement product or credit for any product removed or recalled. The customer shall have the option of accepting either replacement product or credit in exchange for the removed/recalled product. The prime vendor shall ensure continuity of products to facilities when products are removed or recalled, and shall restore facility inventory levels to pre-recalled quantity levels.

31. Contract Phase-In/Contract Phase-Out (Contract Implementation).

31.1 Contract Phase-In. To ensure sufficient administrative time has been allowed for continuity of products and services at required quality levels as well as anticipated inventory levels for each facility covered by the contract, the prime vendor shall begin accepting orders and delivering products for all facilities under this contract, 90 calendar days from date of contract award. Acceptance of orders and delivery of products may begin in less than 90 days upon mutual agreement between the prime vendor and the customer. The prime vendor shall be responsible for all contract costs associated with the implementation of the contract. The prime vendor shall perform the following functions during the phase-in period:

- a. Assist facilities with the identification of facility core and noncore items and gather product usage data from each individual facility covered by the contract.
- b. Negotiate commercial agreements, as necessary, with Federal Government product contractors for 100% of the products identified in the customers' usage data, by the contract effective date. Timely Notification to the NAC Contracting Officer, Facility Logistics, VISN and Facility COTR's concerning problems with the execution of the commercial agreements.
- c. Load all facility Core and non-Core items into the MSPV data base using Federal Government contract pricing as provided at www.va.gov/vastorenac, located under the topic "Med/Surg Prime Vendor Program and Standardization". Maintain accuracy by utilizing this source in resolving pricing discrepancies. Update the MSPV data base when change notices are received from the NAC by the effective contract date.
- d. Stock prime vendor distribution centers with 100% of the products required by the customers and at the appropriate inventory levels within the 90 calendar day phase-in period.
- e. Set-up facilities with any value added services requested by facilities.
- f. Mutually establish delivery days, times and delivery points.
- g. Coordinate and provide necessary training to using facilities.
- h. Perform any other functions related to the implementation of the contract.

31.2 Contract Phase-Out. Upon contract expiration:

31.2.1 The outgoing prime vendor shall assist the newly awarded prime vendor, the VISN and facility COTRs with functions necessary for a smooth transition into the new contract.

31.2.2 The outgoing prime vendor shall provide a detailed final report to each individual facility on contract. For each facility, the report shall provide the most recent product usage data for both core and noncore items, lessons-learned, and product substitution list in Excel file format.

31.2.3 The outgoing prime vendor shall provide a final reconciliation report to each facility within 30 days from the contract expiration date. Any pending credits and rebills shall be resolved within 30 days from contract expiration date.

32. National Standardization Program (Applicable to VA only). Standardization of medical/surgical products is a continuous process within VA and products awarded under VA's National Standardization program are mandatory for VA facilities. The prime vendor shall be required to provide VA facilities with the medical and surgical products identified by facilities and covered by VA's National Standardization program with the exception of those that VA purchases directly from Small Disabled Veteran Owned Business.

32.1 National Standardization is accomplished by the following methods:

- (a) National Contracts.
- (b) National Blanket Purchase Agreements (BPAs). National BPAs in support of VA's Standardization program are made with existing FSS contractors. Offerors are required to have a Federal Supply Schedule contract for the items considered for standardization.
- (c) Basic Ordering Agreements (BOAs) with Ability One Nonprofit Organizations. BOAs with Ability One Nonprofit Organizations are a mandatory source of supply. Basic Ordering Agreements include agreements with National Industries for the Blind (NIB), and National Industries for the Severely Handicapped (NISH).

32.2 VANAC will provide the distribution of VA's National Standardization program award information to VHA Standardization who will forward to the field with product and price information. Individual facilities will provide the MSPV with Core or Non-Core usage information from the Standardization Award if applicable. The prime vendor shall have 30 calendar days after receipt of usage data from facilities, to stock, and make available the standardized products to facilities. The prime vendor shall be responsible for ensuring that all products covered by VA's National Standardization Program are available to facilities within 15 calendar days with the exception of awards made to service disabled, veteran owned small businesses (SDVOSB). The prime vendor shall promptly notify the NAC Contracting Officer, the VISN and facility COTRs of any difficulties that may prevent the contractor from meeting the established deadlines.

33. Customer Service. (Amendment 3) The prime vendor shall be required to provide on-site customer service to facilities on a weekly basis during the 90 day implementation period. Thereafter, the prime vendor shall provide on-site customer service to each facility at least monthly, or more frequently as deemed necessary by facilities to resolve contract service issues, **including resolving open invoices.** On-site customer service requires that the prime vendor representative physically meet with the VISN and or facility COTRs and related facility personnel and document these within the Delivery Quality Report outlined in section 38.2.2 including any deletions, additions and changes to the Core Item Listing that require review and agreement by the VA and the MSPV.

33.1 Prime vendor representatives shall be fully knowledgeable of the MSPV contract terms and conditions. The VANAC Contracting Officer and the VISN COTR reserve the right to hold conference calls between VA representatives and the prime vendor to encourage open communications or to resolve any contract administration issues or problems.

34. Training.

34.1 During the 90-day implementation period the contractor shall meet with key personnel at each facility to exchange pertinent information and provide any necessary training required for the proper management of the account. Any meeting or training session will be conducted at no expense to the Government. The Contracting Officer Technical Representative shall determine the number of employees that will attend the meeting or training. The prime vendor shall provide refresher training to each facility as needed. At a minimum the training shall include:

- a) Key people within the vendor's organization including name, functionality, email addresses and phone numbers.
- b) Demonstration of the vendor's Web Site and On Line Catalog including where to locate pertinent Contract information.
- c) How to place orders using the vendor's Web Site.
- d) How to access the vendor's inventory status within the Web Site.
- e) How to access and down load the required Reports.
- f) Establish ship to and ordering accounts according to Contract guidelines.

34.2. The contractor and Contracting Officer Representative shall mutually agree on the date, time and location(s) of the training.

34.3 The contractor, at no additional expense to the Government, shall provide each person that receives training one complete set of printed customer training guides or manuals and on-line context sensitive-help capability as an integral part of the price and product catalog and electronic order entry system.

35. VA National Item File (NIF).

35.1 At VA's discretion, VA may, in the future, use Non Prime Vendor product numbers in lieu of any prime vendor product numbers for order placement and other functions associated with the services provided by prime vendors. By non-prime vendor numbers, VA will use the product numbers and contract numbers of contracts on Federal Supply Schedules, National Standardization, VISN and VA local contracts for order placement.

35.2 It is anticipated that VA will implement a national item file system in the future. Once implemented, the prime vendor will be required to have the flexibility to add the NIF numbers as they become available to meet the NIF system requirements. Once the number schema, field lengths, and number of fields are identified, the prime vendor will have 90 days to add all required fields to their ordering and inventory control packages. This will allow the VA and its designated entities to order or search for items using the NIF number and its components.

36. Global Trade Identification Number (GTIN).

36.1. The Medical/Surgical Prime Vendors that receive an award under this solicitation shall be required to use Global Trade Identification Number (GTIN) as product identifiers and GTIN bar code compliant labels on all packaging sizes down to the unit of measure, as they become available from manufacturers of medical and surgical suppliers.

36.2. A GTIN uniquely identifies healthcare products. It is a 14 character unique item identifier and can be derived from UCC/EAN bar code labeling data structures. The UCC/EAN format is fixed length, all numeric and consists of the UCC/EAN assigned manufacturer number (company prefix), numeric item number, a package level (or inventory unit) indicator, and a calculated check character.

37. Electronic Catalogs (ECATs). The Department of Veterans Affairs requires Electronic Catalogs (ECATs) for product detail information by contract for all medical-surgical items that are offered by contractors and awarded by the NAC. The ECATs utilize Electronic Data Interchange (EDI) and other industry recognized standards for transmitting and receiving product and pricing data, and/or other industry standard input methods. Direct transmission of ECAT files to the General Services Administration is being accomplished using a VA adapted Schedule Input Program (SIP).

Prime vendors will submit electronic catalogs in the format specified in the attached template, including as many data elements as exist in their database, on a monthly basis as of the closest business day before the 15th calendar day of each month, not later than the last business day before the 20th calendar day of each month.. As a minimum, ECATs must contain all products handled by the PV, their GTIN when available, the Prime Vendor Order Number if used anywhere for ordering or reporting, the supplier name and part number, each saleable unit of measure and quantity in each unit of measure, product description (short and long if both are available). Missing elements must be identified and explained in the proposal for VA to determine the impact of not having that data available to the VA MS Prime Vendor program.

Resulting information obtained from those files submitted by Federal Supply Schedule (FSS) contractors will be utilized, when appropriate by VA. Other similar file transmissions may be conducted between other Government agencies and B2B exchanges.

Successful offerors will submit prime vendor catalog data 60 days prior to contract start for VA to create cross-references in MedPDB and NLD that will allow sites to quickly and easily update Prime Vendor order numbers in IFCAP and/or SAM.

File description	Typical File Name	FORMAT	NOTES
CATALOG FILE	VA_MSPV_CAT_PVNAME_YYYYMMDD.TXT	DELIMITED TEXT, TAB OR PIPE WITH HEADER	MONTHLY AS OF 15TH DELIVERED BEFORE BE ZIPPED BUT NAMING CONVENTION SHALL AS TXT FILE NAMES)
DISTRIBUTION CTR FILE	VA_MSPV_DC_PVNAME_YYYYMMDD.TXT	DELIMITED TEXT, TAB OR PIPE WITH HEADER	MONTHLY AS OF 15TH DELIVERED BEFORE BE ZIPPED BUT NAMING CONVENTION SHALL AS TXT FILE NAMES)

PLEASE NOTE: FILE FORMATS ARE MINIMUM INFORMATION NEEDED. IF THE DATA FIELDS DON'T EXIST IN THE RESPONDENTS DATA, VENDOR'S PROPOSAL WILL INCLUDE ALTERNATIVES OR ALTERNATE FORMATS AND FIELD NAMES THAT WILL BE USED TO EVALUATE THE IMPACT ON THE VA MED/SURG PRIME VENDOR PROGRAM. RESPONDENTS MAY INCLUDE ADDITIONAL INFORMATION WITH THEIR PROPOSALS.

VA IS COMMITTED TO WORKING WITH POTENTIAL PRIME VENDORS TO MAXIMIZE USE OF EXISTING MSPV INFORMATION SYSTEMS AND ENCOURAGING USE OF INDUSTRY STANDARDS. IF RESPONDENTS HAVE ALTERNATE PROPOSALS (E.G. SUBMISSION OF CATALOGS VIA EDI X.12 832 OR OTHER TRANSACTIONS), THEY WILL ALL BE CONSIDERED.

CODES OR FLAGS REQUIRE EXPLANATION IN YOUR PROPOSAL.

NOTE: The above template contains 4 separate pages. To access the next page double click on the spreadsheet, then change pages by the tabs near the bottom of the page. If you cannot access all 4 pages contact the contracting officer for a copy.

38. Administrative Contract Reports. The prime vendor shall provide VA facilities with the raw data, reports, and scorecards (hereafter collectively referred to as "monthly reports") specifically as outlined in this subsection. These reports are required to assist the Government with internal operational improvements, and as such, the prime vendor should not view these reports as ancillary to the administration to the contract, but rather as a crucial part of contract performance.

38.1 (Amendment 3) Monthly reports shall be provided to the VANAC Contracting Officer, VISN and facility COTRs, the VISN CLO, VA PCLO, VA OAL and other VA personnel no later than the 15th calendar day following the end of the reporting month as excel documents in electronic or other mutually agreed format.

38.2 If the prime vendor provides its commercial or other government customers, additional reports not listed below but which are (i) not billable to any one customer and (ii) not specifically required in this SOW, the prime vendor shall also offer those reports to the Government upon request under the same conditions as they are offered to commercial customers.

38.3 If reports are to be posted to a web site they require archiving for the entire term of an Option Period with a roll off of the oldest month. If the Option Period is 20 Months for example only, beginning 6-1-07 ending on 12-31-08, when the report for 1-31-09 is posted the 6-1-07 report would roll off.

38.4 The National Acquisition Center Contracting Officer reserves the right to negotiate changes to the established reports and to initiate those changes with mutual consent from the distributors awarded the MSPV contract.

(Report Templates)

38.1 Purchase History Raw Data



M:\MSPV National
Group\MSPV Stateme

38.2 MSPV Metrics



M:\MSPV National
Group\MSPV Stateme

38.3 Core Item List Report



M:\MSPV National
Group\MSPV Stateme

38.4 Credit and Rebill Report



M:\MSPV National
Group\MSPV Stateme

38.5 Outstanding Invoice Report



M:\MSPV National
Group\MSPV Stateme

38.6 Facility Service Level Support



M:\MSPV National
Group\MSPV Stateme

38.7 Distribution Center Out-of-Stock Report



M:\MSPV National
Group\MSPV Stateme

38.1 Purchase History Raw Data. The prime vendor shall have a transaction processing system capable of recording and tracking each line item of each purchase order transaction between the customer and the prime vendor. Purchase History Raw Data includes all Core Items and Non-Core Items and excludes Open Market procurements. As part of the monthly report, the prime vendor shall provide customers the raw transaction data captured by the prime vendor transaction processing system and reported to the government on a monthly basis. The raw transaction data shall include at a minimum the following fields:

- A Facility VISN Number
- B Facility Station Number (e.g. 662)
- C Facility Name (e.g., VAMC San Francisco)
- D Facility-Designated Purchase Order Number
- E Procurement Method (p- purchase card, EDI, w – web based, s – standard purchase order)
- F MSPV Invoice Number
- G Purchase Order Date
- H Facility Required Delivery Date
- I Government Supplier Item Number (FSS Item Number)
- J Government Supplier Name (FSS Contractor Name)
- K Government Supplier Business Size (FSS Contractor)
- L Government Supplier Contract Number (FSS Contract)
- M Government Supplier Contract Expiration Date (FSS Contract)
- N Product Description
- O National Item File Number (As available)
- P Universal Product Number
- Q Government Contract Item (Y / N) binary field
- R VHA Standardized Item (Y / N) binary field
- S Unit of Measure Ordered
- T Unit of Measure Package Multiple
- U Core Item (Y / N) binary field
- V Emergency Order (Y / N) binary field
- W Line Filled Complete by Required Date (Y / N) binary field
- X Date Line Filled Complete
- Y MSPV Item Number
- Z MSPV Substitute Item Code
- AA Unit Cost (includes distribution fees)
- AB Total Costs (includes distribution fees)
- AC Total Distribution Fees per Line
- AD Distribution Fees (base + / - value added services as a percentage)
- AE Quantity Ordered
- AF Quantity Filled on Required Date

- AG Remaining Quantity
- AH Quantity Failed (Not Filled) Due to 10% Over Level Usage
- AI Quantity Failed (Not Filled) Due to Manufacturer Backorder

Amendment 5

Add Column AJ to 38.1 as follows: Quantity Killed (Not Filled) Due to Pricing Error

38.2 MSPV Metrics A combination of data points that provides a snapshot of critical elements to help in management of the program at a Facility level and to provide a history for analysis at a National level. The MSPV Contract includes Core and Non-Core Items while specifically excluding Open Market Products.

38.2.1 Sales Estimate Versa Actual Sales

- A Facility Core Item Sales
- Facility Non-Core Item Sales
- Facility Total Sales (includes Core and Non-Core)
- B Facility Station Number
- C VISN Number for Facility
- D Annual Sales Estimate for Facility
- E Monthly Sales Estimate for Facility
- F-Q Monthly Facility Core Item Sales
- Monthly Facility Non-Core Item Sales
- Monthly Facility Total Sales (includes Core and Non-Core)
- (Header identifies the Current Months Report with the preceding 11 Months Listed)

38.2.2 Delivery Quality Report

- A Facility Name
- B Facility Station Number
- C Facility VISN Number
- D Month
- E Number of Scheduled Monthly Deliveries per Facility
- F Number of Emergency Deliveries Made to Facility for Month
- G Number of Drop Shipments Made to the Facility for Month
- H Number of Failed Deliveries to Facility for Month
- I Number of Complaints from Facility Regarding Damaged Product for Month
- J Number of Complaints from Facility Regarding Expired Product for Month
- K Number of Complaints from Facility Regarding Incorrectly Delivered Line Items for Month

38.2.3 Facility Service Level Report

- M Core Item Listing Review Date
- N Person at Facility

38.2.4 Fill Rate Report This metric provides an individual facility snapshot of various points within the VISN to determine if the MSPV is meeting required fill rates and for facility management to determine efficiency of the program.

- A Core Lines Total
 - Core Lines Filled Complete
 - Percentage Filled Complete
 - Lines Failed where >10% over usage
 - Lines Failed due to Mfg B/O
 - Fill Rate Core Lines
 - Total Non-Core Lines
 - Total Core and Non-Core Lines
 - Total Orders Placed: Core & Non-Core
 - Total Lines per Order Core & Non-Core
 - Average Dollars Per Order Core & Non-Core
- B-M Header identifies the Current Months Report with the preceding 11 Months Listed

Amendment 5 Add Lines Killed to 38.2.4 at each Facility as follows: Lines Killed Due to Pricing Error

38.3 Core Item List Report. The Core Item List is used by the Facility and the MSPV to identify and manage inventory levels at the MSPV, to ensure an adequate on hand supply to accommodate the needs of the Facility and to meet the Fill Rate Requirements of the agreement. An automated system will look at existing levels, current months usage, proposed adjustments and new levels. Core Item Listings are reviewed at least once a month with documented communication between the Facility and the MSPV, during which final determination is made concerning new levels. No Core Item will be altered from the listing without mutual acceptance.

The Core Item List Report shall include at a minimum the following fields:

- A Facility VISN Number
- B Facility Station Number
- C Facility Name
- D Government Supplier Item Number (FSS Item Number)
- E Government Supplier Name (FSS Contractor Name)
- F Government Supplier Contract Number (FSS Contract)
- G Government Supplier Contract Expiration Date (FSS Contract)
- H Product Description
- I MSPV Product Number
- J MSPV Substitute Item
- K Unit of Measure Ordered

- L Unit of Measure package Multiple
- M Current Month (January) Usage
- N Estimated Usage (Core Item Level)
- O Core Level Adjustment
- P New Estimated Usage (Core Item Level)
- Q Year to Date Total Usage
- R Estimate Usage (Core Item Level) minus Current Month (January) Usage Note:
Sort by Column R – Result is clear determination of what Core Line Items
need attention in review conducted by the Facility and MSPV.

38.4 Credit and Rebill Report. Clearly identifies Credits and Rebill problems that might require the attention of the MSPV or Facility during the month of the Report. This report shall include at a minimum the following fields:

- A Facility VISN Number
- B Facility Station Number
- C Facility Name
- D Purchase Order Date
- E Facility Designated Purchase Order Number
- F MSPV Invoice Number
- G MSPV Product Number
- H Product Description
- I Government Supplier Name (FSS Contractor Name)
- J Government Supplier Contract Number (FSS Contract)
- K Unit Cost (Includes Distribution Fees)
- L Total Invoice Amount
- M Original Invoice Amount
- N Amount of Credit
- O Amount of Rebill
- P Reason for Credit / Rebill

38.5 Outstanding Invoice Report Monthly VISN Report that identifies Invoice (debits and credits) that are over 30 days old and considered outstanding.

- A Facility VISN Number
- B Facility Station Number
- C Facility Name
- D Facility Designated Purchase Order Number
- E Procurement Method (p- purchase card, EDI, w – web based, s – standard purchase order)
- F MSPV Invoice Number
- G MSPV Invoice Date
- H Purchase Order Date
- I Invoice Amount
- J Payment Reference Number

- K Payment Date
- L Payment Amount
- M Outstanding Balance - Credit

38.6 Facility Service Level Report. The prime vendor shall provide a single aggregate report of the service level being provided to each facility. Reviews are required as identified within the Statement of Work. MSPV is required to conduct these reviews, especially the Core Item Listing review on schedule and document the results as indicated. This report shall include at a minimum the following fields:

- Facility VISN Number
- Facility Station Number
- Facility Name
- Facility Phone Number
- Facility Address

- Facility Representative (s), Name, Phone
- MSPV Representative (s), Name, Phone

- Date of Contact
- Describe Method of Contact
- Identify People Contacted at the Facility
- Core Item Listing Reviewed and Approved (Y/N) binary field
- Core Item Listing Approval by Facility – Identify Person
- Outcome of Contact, Discussion, Accomplishment

38.7 Distribution Center Out-of-Stock Report. The prime vendor shall provide a single aggregate “out of stock” report for each VISN. For each purchase order line item which (i) corresponded to the ordering facility Core Item List and (ii) was not filled at 100% (i.e., completely and on time), this report shall identify the product ordered and the reason the line item was not filled completely or on time (e.g. backorder by the manufacturer or non-manufacturing supplier). Report shall include at a minimum the following fields:

- A Facility VISN Number
- B Facility Station Number
- C Facility Name
- D Facility Designated Purchase Order Number
- E MSPV Invoice Number
- F Purchase Order Date
- G Facility Required Delivery Dated
- H Government Supplier Item Number (FSS Item Number)
- I Government Supplier Name (FSS Contractor Name)
- J Government Supplier Contract Number (FSS Contract)
- K Product Description
- L National Item File Number

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M	Universal Product Number
N	Government Contract Item (Y/N) binary field
O	Unit of Measure Ordered
P	Unit of Measure Package Multiple
Q	Core Item List(Y/N) binary field
R	Emergency Order (Y/N) binary field
S	Line Filled Complete by Required Date (Y/N) binary field
T	Date Line Filled Complete
U	MSPV Product Number
V	Unit Cost (includes distribution fees)
W	Total Cost (includes distribution fees)
X	Total Distribution Fees per Line
Y	Distribution Fees (base +/- value added services as a percentage)
Z	Quantity Ordered
AA	Quantity Filled on Required Date
AB	Remaining Quantity
AC	Quantity Failed (Not Filled) Due to 10% Over Level Usage
AD	Quantity Failed (Not Filled) Due to Manufacturer Backorder

Amendment 5 - Add Column AE to 38.7 as follows: AE Quantity Killed (Not Filled) Due to Pricing Error

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability (*Tailored*). Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government *in a breach of warranty action* for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of

initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of Clause)

C.3 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind (NIB), 1901 North Beauregard Street, Suite 200, Alexandria, VA 22311-1705, (703) 998- 0770. (2) NISH, 2235 Cedar Lane, Vienna, VA 22182-5200, (703) 560- 6800.

(End of Clause)

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such

orders may be issued from the effective date of the contract through 20 months and the expiration of any future options exercised by VA.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the lowest unit of use, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$50,000;

(2) Any order for a combination of items in excess of \$200,000; or

(3) A series of orders from the same ordering office within one days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) (**Amendment 3**) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **TWO HOURS** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.6 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are

estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 10 days of the final option period exercised by VA.

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.8 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

ALTERNATE I (OCT 1995) NOTE: This clause applies to proposal line items 1, 2, 8, 21, and 22 if the conditions of paragraph 4 "cascade" Small Business Set-Aside, listed in section E, are met.

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of Clause)

AS3030 LIMITATIONS ON SUBCONTRACTING (MED-SURG PRIME VENDOR)

(a) This clause applies to the set-aside portion of this solicitation only.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in the performance of the contract, at least 51 percent of the functions and requirements required by the contract will be performed by the offeror.

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond October 31, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.10 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

C.11 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means --

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

C.12 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

C.13 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising

in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.14 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS
HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

AS214 PRODUCT MODIFICATION, REMOVAL OR RECALL (JAN 2008)

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:

- a. Notify Assistant Director, Federal Supply Schedule Service (049A2-2), VA National Acquisition Center, P.O. Box 76, Building 37, Hines, IL 60141, in writing, by the most expeditious manner possible. Provide two copies of the notification, which shall include, but not be limited to the following:

- (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. Timothy Richards, Contracting Officer, 001AL-A2-3c-MSPV, shall be provided a copy of the notification in c. above, and a list of all agencies and/or VA facilities notified.

AS3031 COST RECOVERY SERVICE FEE (APPLICABLE TO OTHER GOVERNMENT AGENCIES ONLY)

(a) Within 30 calendar days after notification from the NAC Contracting Officer, the contractor shall collect a cost recovery service fee of .25% from Other Government Agencies to recover on behalf of VA, costs for preparing and administrating this contract. The fee shall be computed against the delivered cost of the product (i.e., product price plus distribution fee times the cost recovery service fee, and shall be added to the price of each line item sold under this contract to Other Government Agencies.)

(b) The cost recovery fee amount shall be remitted within 60 days after the end of each calendar quarter to the Department of Veterans Affairs. To ensure that the payment is credited properly, the Contractor shall identify the check as a Cost Recovery Fee and include the following information for each Other Government Agency customer: Prime Vendor Contract Number, Identification of Customer, reporting period, total quarterly sales, and total cost recovery fee.

The Cost Recovery Fee payment shall be made payable to "Department of Veterans Affairs" and shall be forwarded to the following address:

Fiscal Division (901A)
Attn: Agent Cashier
PO Box 7005
Hines, IL 60141

(End of Addendum to 52.212-4)

C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (7) [Reserved]
- (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.17 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

**ATTACHMENT "A"
LIST OF FACILITIES**

Amendment 2 Replaced Attachment "A" to delete Line Items 26 & 27 and include those facilities under applicable other lines.

Veterans Integrated Service Network (VISN)
Other Government Agency (OGA)

Line Item 1 (Veterans Integrated Service Network (VISN 1))

VA Medical Center, 200 Springs Road, Bldg. #3, Bedford, MA 01730
VA Boston Healthcare System:
--150 S. Huntington Avenue, Jamaica Plain, MA 02130
--940 Belmont Street, Brockton MA 02301
--1400 VFW Parkway, West Roxbury, MA 02132
--Rhode Island Veterans Home, 480 Metacom Ave, Bristol, RI 02809
VA Medical Center, 950 Campbell Avenue, West Haven, CT 06516
VA Medical Center, 718 Smith Rd, Manchester, NH 03104
VA Medical Center, Northampton/Leeds, 421 N. Main St. Leeds, MA 01053
VA Medical Center, 830 Chalkstone Avenue, Bldg 8, Providence, RI 02908
VA Medical Center, 1 VA Center, B240 Warehouse, Togus, ME 04330
VA Medical Center, 215 N. Main St., White River Junction, VT 05009

Line Item 2 (VISN 2)

VA Medical Center, 113 Holland Avenue, Albany, NY 12208
VA Medical Center, 76 Veterans Avenue, Bath, NY 14810
VA Medical Center, 400 Fort Hill Avenue, Canandaigua, NY 14424
VA Medical Center, 800 Irving Avenue, Syracuse, NY 13210
Western New York Healthcare System:
--222 Richmond Avenue, Batavia, NY 14020
--3495 Bailey Avenue, Buffalo, NY 14215

Line Item 3 (VISN 3)

VA Medical Center, 130 W. Kingsbridge Road, Bronx, NY 10468
VA Hudson Valley Healthcare System:
--Castle Point, NY 12511
--622 Albany Post Road, Montrose, NY 10548
VA New Jersey Healthcare System
--385 Tremont Avenue, East Orange, NJ 07018
--151 Knollcroft Road, Lyons, NJ 07939
--Outpatient Clinic, 970 Route 70, Brick, NJ 08724
VA New York Harbor Healthcare System:
--800 Poly Place, Brooklyn, NY 11209
--423 E. 23rd Street, New York, NY 10010

VA-797-09-RP-0006

--179th St. and Linden Blvd, St. Albans, NY 11425
VA Medical Center, 79 Middleville Road, Northport, NY 11768

Line Item 4 (VISN 4)

VA Medical Center, 2907 Pleasant Valley Blvd., Altoona, PA 16602
VA Medical Center, 325 New Castle Rd, Butler, PA 16001
VA Medical Center, One Medical Center Drive, Clarksburg, WV 26301
VA Medical Center, 1400 Black Horse Hill Rd, Coatesville, PA 19320
VA Medical Center, 135 E. 38 Street, Erie, PA 16504
VA Medical Center, 1700 S. Lincoln Avenue, Lebanon, PA 17042
VA Medical Center, University & Woodland Ave. Philadelphia, PA 19104
VA Pittsburg Healthcare System:
--Progressive Care Center (Aspinwall Division), Delafield Rd, Pittsburg, PA 15260
--7180 Highland Drive, Pittsburgh, PA 15206
--University Drive, Pittsburgh, PA 15240
VA Medical Center, 1111 E. End Blvd., Wilkes-Barre, PA 18711
VA Medical Center, 1601 Kirkwood Hwy, Wilmington, DE 19805

Line Item 5 (VISN 5)

VA Maryland Healthcare System:
--10 N. Greene Street, Baltimore, MD 21201
--Bldg. #11, Perry Point, MD 21902
VA Medical Center, 510 Butler Avenue, Martinsburg, WV 25401
VA Medical Center, 50 Irving St. N.W. Washington, D.C. 20422

Line Item 6 (VISN 6) (Amendment 3 deleted Cherokee, NC)

VA Medical Center, 1100 Tunnel Road, Asheville, NC 28805
VA Medical Center, 200 Veterans Avenue, Beckley, WV 25801
VA Medical Center, 508 Fulton Street, Durham, NC 27705
VA Medical Center, 2300 Ramsey Street, Fayetteville, NC 28301
VA Medical Center, 100 Emancipation Drive, Hampton, VA 23667
VA Medical Center, 1201 Broad Rock Road, Richmond, VA 23249
VA Medical Center, 1970 Roanoke Blvd., Salem, VA 24153
VA Outpatient Clinic, 190 Kimel Park Drive, Winston-Salem, NC 27103
VA Medical Center, 1601 Brenner Avenue, Salisbury, NC 28144
Charlotte Outpatient Clinic, 8601 University East Drive, Charlotte, NC 28213

(OGA - Federal Bureau of Prisons)

Federal Correctional Complex, Federal Medical Center, Old North Carolina Hwy. 75, Butner, NC 27509

Line Item 7 (VISN 7)

VA Medical Center, 1670 Clairmont Rd, Decatur (Atlanta), GA 30033
VA Medical Center, Uptown Warehouse, 1 Freedom Way, Augusta, GA 30904
VA Medical Center, (Downtown), 800 Bailie Drive, Augusta, GA 30901
VA Medical Center, 700 S. 19th Street, Birmingham, AL 35233

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VA Central Alabama Healthcare System:

--215 Perry Hill Road, Montgomery, AL 36109

--2400 Hospital Road, Tuskegee, AL 36083

VA Medical Center, 109 Bee Street, Charleston, SC 29401

Ship to: 1001 Trident St, Trident Industrial Park, Hanahan, SC 29406

VA Medical Center, 6439 Garners Ferry Rd., Columbia, SC 29209

VA Medical Center, 1826 Veteran's Blvd., Dublin, GA 31021

VA Medical Center, 3701 Loop Rd. E, Tuscaloosa, AL 35404

Line Item 8 (VISN 8)

VA Medical Center, 1201 NW 16th Street, Miami, FL 33125

VA N. Florida/S. Georgia Veterans Healthcare System:

--VA Medical Center, 1601 S.W. Archer Rd, Gainesville, FL 32608

--VA Outpatient Clinic, 551 National Healthcare Drive, Daytona Beach, FL 32114

--VA Outpatient Clinic, 1833 Blvd., Jacksonville, FL 32206

VA Medical Center, 619 S. Marion Avenue, Lake City, FL 32025

--VA Outpatient Clinic, 1607 St. James Court, Tallahassee, FL 32308

VA Medical Center, 10000 Bay Pines Blvd., St. Petersburg, FL 33708

--VA OPC, 3033 Winkler Ave. Ft. Meyers, FL 33916

VA Medical Center 13000 Bruce B. Downs Blvd., Tampa, FL 33612

--VA Outpatient Clinic, 5201 Raymond Street, Orlando, FL 32803

VA Medical Center, 7305 N. Military Trail, West Palm Beach, FL 33410

Line Item 9 (VISN 9)

VA Medical Center, 1540 Spring Valley, Huntington, WV 25704

VA Medical Center, 1101 Veterans Drive, Lexington, KY 40502

VA Medical Center, 2250 Leestown Rd., Bdg. 12, Lexington, KY 40511

VA Medical Center, 800 Zorn Avenue, Louisville, KY 40206

VA Medical Center, 1030 Jefferson Avenue, Memphis, TN 38104

VA Medical Center, Sidney & Lamont St., Mountain Home, TN 37684

Tennessee Valley Healthcare System:

--3400 Lebanon Pike, Murfreesboro, TN 37129

--1310 24th Avenue S., Nashville, TN 37212

VA Outpatient Clinic, 9031 Cross Park Drive, Knoxville, TN 37923

Line Item 10 (VISN 10)

VA Medical Center, 10000 Brecksville Road, Brecksville, OH 44141

VA Medical Center, Bldg. 23 (Warehouse) & Bldg 24 (SPD) 17273 State Rt 104, Chillicothe, OH 45601

VA Medical Center, 3200 Vine St., Cincinnati, OH 45220

VA Medical Center, 10701 E. Blvd, Cleveland, OH 44106

VA Ambulatory Care Center, 420 N. James Road, Columbus, OH 43219

VA Outpatient Clinic, 543 Taylor Avenue, Columbus, OH 43203

VA Medical Center, 4100 W. 3rd St. (Buildings #126 & #330), Dayton, OH 45428

Line Item 11 (VISN 11)

VA-797-09-RP-0006

VA Ann Arbor Healthcare System, 2215 Fuller Street, Ann Arbor, MI 48105
VA Medical Center, 5500 Armstrong Road, Battle Creek, MI 49015
VA Illiana Healthcare System, 1900 E. Main Street, Danville, IL 61832
VA Medical Center, 4646 John R, Detroit, MI 48201
VA Medical Center, 1481 W. 10th Street, Indianapolis, IN 46202
VA Northern Indiana Healthcare System:
--2121 Lake Avenue, Fort Wayne, IN 46805
--1700 E. 38th Street, Marion, IN 46953
VA Medical Center, 1500 Weiss St., Saginaw, MI 48602

Line Item 12 (VISN 12)

Chicago Healthcare System, 2030 W. Taylor Street, Chicago, IL 60012
VA Medical Center, 5th & Roosevelt Road., (Supply Warehouse and Bldg. #4), Hines, IL 60141
VA Medical Center, 325 East "H" Street, Iron Mountain, MI 49801
VA Medical Center, 2500 Overlook Terrace, Madison, WI 53705
VA Medical Center, 5000 W. Nt'l Ave. (Bldg. 111), Milwaukee, WI 53295
Appleton CBOC, 10 Tri-Park Way, Appleton, WI 54914
VA Medical Center, 3001 Green Bay Rd, (Bldg. 138) North Chicago, IL 60064
Green Bay CBOC, 141 Siegler Street, Green Bay, WI 54303
VA Medical Center, 500 E. Veterans St. (Bldg. #452), Tomah, WI 54660
Emergency Pharmacy Service, Bldg 37, Hines, IL 60141

Line Item 13 (VISN 15)

VA Medical Center, 800 Hospital Dr, Columbia, MO 65201
VA Eastern Kansas Healthcare System:
--4101 S. 4th Street Trafficway (Leavenworth Campus), Leavenworth, KS 66048
--2200 Gage Blvd. (Topeka Campus), Topeka, KS 66622
VA Medical Center, 4801 Linwood Blvd., Kansas City, MO 64128
VA Medical Center, 2401 West Main Street, Marion, IL 62959
VA Medical Center, 1500 N. Westwood Blvd., Poplar Bluff, MO 64128
VA Medical Center, 915 N. Grand Blvd., St. Louis, MO 63106
VA Medical Center, 5500 E. Kellogg, Wichita, KS 67218

Line Item 14 (VISN 16)

VA Medical Center, Alexandria, LA 713306
VA Medical Center, 1100 N. College Ave., Fayetteville, AR 72703
VA Gulf Coast Healthcare System, 400 Veterans Avenue, Biloxi, MS 39531
VA Medical Center, 2002 Holcombe Blvd, Houston, TX 77030
VA Medical Center, 1500 E. Woodrow Wilson Drive, Jackson, MS 39216
Central Arkansas Veterans Healthcare System:
--2200 Forts Roots Drive (NLR), Building #182, N. Little Rock, AR 72114
--4300 W. 7th Street, (LR), Little Rock, AR 72205
VA Medical Center, 1011 Honor Heights Dr., Muskogee, OK 74401
VA Medical Center, 1601 Perdido St., New Orleans, LA 70112
VA Medical Center, 921 NE 13th St., Oklahoma City, OK 73104
VA Medical Center, 510 E. Stoner Ave., Shreveport, LA 71101

Muskogee, OK

Ernest B. Childers CBOC, 9322 East 41st Street, Tulsa, OK 74145
Hartshorne CBOC, 1429 Pennsylvania Ave., Hartshorne, OK 74547-3839
Vinita CBOC, 269 S. 7th Street, Vinita, OK 74301

Oklahoma City, OK

Lawton OPT Clinic, P. O. Box 33326, 4303 Pittman & Thomas, Ft. Sill, Ok 73503
Wichita Falls CBOC, 1410 8th Street, Wichita Falls, TX 76301
Ponca City CBOC, 215 N. 3rd, Ponca City, OK 74601
Mercy Memorial Health Center, 921 14th Avenue N.W., Ardmore, OK 73401
Veterans Clinic at South ,Central Oklahoma, 527 West Third Street ,P. O. Box 358
Konawa, OK 74849

Fayetteville, AR

Gene Taylor CBOC, 600 N Main ,Mount Vernon, MO 65712
VA Outpatient Clinic ,Sparks Medical Plaza, 1500 Dodson Ave, Fort Smith, AR 72901
VA Outpatient Clinic, 5571 N Gretna Road, Branson, MO 65616

Little Rock, AR

Burnett.Croom., Lincoln.Paden, Family Practice, #10 Medical Plaza Drive, Mt. Home,
AR 72653
Area Health Center, 460 W. Oak, El Dorado, AR 71730
Valor Healthcare, 1661 Airport Rd. Suite E, Hot Springs, AR 71913
Healthstar Physicians, d/b/a Hamilton West Family Clinic, 1706 Hwy. 71 N, Mena, AR
71953
Pine Bluff CBOC, 4010 Old Warren Road, Pine Bluff, AR 71603

New Orleans, LA

Baton Rouge VA Outpatient Clinic, 7968 Essen Park Ave., Baton Rouge, LA 70809
Mandeville Dental Clinic, 812 Park Avenue, Mandeville, LA 70448
Foster Administrative Center, 216 Foster Drive, Baton Rouge, LA
Metairie Dental Clinic, 2901 North Causeway Blvd., Suite 306, Metairie, LA 70002
Hammond VA Outpatient Clinic, 1131 South Morrison Blvd., Hammond, LA 70403
New Orleans VA Outpatient Clinic, Primary Care 10th Floor, Specialty Care 9th Floor
1601 Perdido St., New Orleans, LA
Houma VA Outpatient Clinic, 1750 Martin L. King Jr. Blvd., Suite 107, Houma, LA 70360
Mental Health – Canal, 3426 and 3434 Canal Street, New Orleans, LA 70112
Slidell VA Outpatient Clinic, 60491 Doss Drive, Suite B, Slidell, LA 70460
Mental Health – Poydras, 2237 Poydras Street, New Orleans, LA 70112
St. John VA Outpatient Clinic, 247 Veterans Blvd, Reserve, LA 70084
Urgent Care Clinic, Annex Building, 1601 Perdido Street, New Orleans, LA

Houston, TX

VA OPC, 3420 Veterans Cr., Beaumont, TX 77707
Charles Wilson VA OPC, 1301 West Frank, Lufkin, TX 75904

Galveston Co. CBOC, 101 61st Street, Galveston Island, TX 7755
Galveston Co. CBOC, Texas City, 9300 Emmett F. Lowry , Expressway, Suite 206
Texas City, Texas 77591
Conroe CBOC, 800 Riverwood Court, Conroe , TX 77304

Jackson, MS

Columbus, 824 Alabama St, Columbus, MS 39702
Greenville, 1502 S Colorado St, Greenville, MS 38703
Hattiesburg , Methodist Blvd, Hattiesburg, MS 39401
Kosciusko, 332 Hwy 12W, Kosciusko, MS 39090
Meadville, 595 Main Street East, Meadville, MS 39653
Meridian, 2103 13th St, Meridian, MS 39301
Natchez, 46 Sgt Prentiss Dr Ste 16, Natchez, MS 39120

Biloxi, MS

Mobile COPC, 1504 Springhill Ave, Mobile, AL 36604
Eglin Community COPC, 100 Veterans Way, Eglin AFB, FL 32542
Joint Ambulatory Care Center, VA Outpatient Clinic, 790 Veteran Way
Pensacola, FL 32507
Veterans Administration, Outpatient Medical Clinic, Naval Support Activity,
Bldg 387, 101 Vernon Avenue, Panama City Beach, FL 32407

Shreveport, LA

Texarkana CBOC, 910 Realtor Road, Texarkana, AR 71854
Monroe CBOC, 250 DeSiard Plaza Drive, Monroe, LA 71203
Longview CBOC, 1205 E. Marshall Avenue, Longview, TX 75601

(OGA - Indian Health Services):

--National Supply Service Center, 501 NE 122nd Street – Suite F, Oklahoma City, Oklahoma
73114-8138
--WW Hasting Hospital, 100 S. Bliss, Tahlequah, Oklahoma 74464
--Claremore Indian Hospital, 101 S. Moore Street, Claremore, Oklahoma 74017
--Choctaw Nation Health Care Center, 1 Choctaw Way, Talihina, Oklahoma 74571
--Lawton IHS Hospital, 1515 Lawrie Tatum Road, North of Lawton, Lawton, Oklahoma 73507
Choctaw Nation Health Clinic, 902 East Lincoln Road, Idabel, Oklahoma 74745
Choctaw Nation Health Center, P.O. Box 340, 410 North M. Hugo, Oklahoma 74743
Rubin White Health Clinic, 109 Kerr Avenue, Poteau, Oklahoma 74953
Choctaw Nation Clinic, 1300 Martin Luther King Drive, Broken Bow, Oklahoma 74728
Choctaw Nation Health Center, 1127 S. George Nigh Expressway, McAlester, Oklahoma 74501
Choctaw Health Center, 210 Hospital Circle, Philadelphia, MS 39350-6781
Wewoka Clinic, P.O. Box 1475, US State HWY 56 & 270 Junction, Wewoka, Oklahoma
74884-1475
Clinton IHS Health Center, Rt. 1, Box 3060, Clinton, Oklahoma 73601-9303
El Reno Health Center, 1631-A East Hwy 66, El Reno, OK 73036-5769
Watonga Health Center, RT 1, Box 34-A, 1 Mile S on HWY 281, Watonga, Oklahoma 73772

097 Citizen Potawatomi Nation Health Complex, 2301 S. Gordon Cooper Drive, Shawnee, Oklahoma 74801
157 Northeastern Tribal Health Systems, P.O. Box 1498, 2301 Eight Tribes Trail, Miami, OK 74355
098 Kickapoo Health Center, P.O. Box 1059, 407 N. Hwy 102, McLoud, Oklahoma 74851
044 White Eagle Health Center, 200 White Eagle Drive, Ponca City, Oklahoma 74601
076 Choctaw Nation Health Center, P.O. Box 340, 410 North M, Hugo, Oklahoma 74743
077 Rubin White Health Clinic, 109 Kerr Avenue, Poteau, Oklahoma 74953
256 Choctaw Nation Health Clinic, 902 Lincoln Road, Idabel, Oklahoma 74745
071 Choctaw Nation Health Care Center, 1 Choctaw Way, Talihina, Oklahoma 74571
014 Nowata Primary Care Clinic, 202 East Galer, Nowata, Oklahoma 74048
016 Salina Clinic, P.O. 936, 900 N. Owen Walters Blvd., Salina Oklahoma 74365
042 Three Rivers Health Center, 100 S. 41st Street, East, Muskogee, Oklahoma 74403
012 Sam Hider Jay Community Clinic, P.O. Box 350, 1015 Osage & Washborune, Jay, Oklahoma 74346
065 Redbird Smith Health Center, 301 South J.T. Stites Street, Sallisaw, Oklahoma 74955
064 Wilma P. Mankiller Health Center, Route 6, Box 840, Stillwell, Oklahoma 74960
018 Creek Nation Okmulgee Health Center, 1313 E.20th Street, Okmulgee, OK 74447
007 Tulsa Resource Center, 550 South Peoria Avenue, Tulsa, Oklahoma 74120

Line Item 15 (VISN 17)

VA North Texas Healthcare System:

--1201 E. 9th St., Bonham, TX 75418

--4500 S. Lancaster Road, (Bldg. #44), Dallas, TX 75216

--4500 S. Lancaster Road, (Bldg 2j Dock), Dallas, TX 75216

VA Central Texas Veterans Healthcare System:

--1901 Veterans Memorial Drive, Temple, TX 76504

VA South Texas Veterans Healthcare System, 7400 Merton Minter Blvd, San Antonio, TX 78229

VA Outpatient Clinic, 2901 Montopolis Drive, Austin, TX 78741

VA Outpatient Clinic, 300 West Rosedale Street, Fort Worth, TX 76104

VA Supply Warehouse, 3600 Memorial Blvd, Kerrville, TX 78028

Brownwood CBOC, 2600 Memorial Park Drive, Brownwood, TX 76801

Cedar Park CBOC, 701 E. Whitestone Blvd., Cedar Park, TX 78613

College Station CBOC, 1605 Rock Prairie Road, College Station, TX 77845

Palestine Community CBOC, 3215 W. Oak Street, Palestine, TX 75801

(OGA - Indian Health Services):

085 Urban Inter-Tribal Center of Texas, 209 E. Jefferson Blvd. Dallas, Texas
75203

Line Item 16 (VISN 18)

VA Amarillo Healthcare Sys.6010 Amarillo Blvd. W.Amarillo, TX 79106
VA El Paso Healthcare System, 300 N. Piedras St., El Paso, TX 79930
VA New Mexico Healthcare System, 1501 San Pedro Dr. SE, Albuquerque, NM 87108
VA N. Arizona Healthcare System, 500 N. Hwy 89, Prescott, AZ 86313
VA Medical Center, 650 E. Indian School Rd., Phoenix, AZ 85012
VA S.Arizona Healthcare System, 3601 S. 6th Ave., Tucson, AZ 85723
VA W.Texas Healthcare Sys.300 Veterans Blvd., Big Spring, TX 79720
VA Outpatient Clinic, 6104 Ave, Q South Drive, Lubbock, TX 79412

Line Item 17 (VISN 19)

VA Medical Center, 2360 E. Pershing Blvd., Cheyenne, WY 82001
Eastern Colorado Healthcare Sys.,1055 Clermont St., Denver, CO 80220
VA Montana Healthcare System, 1892 Williams St., Fort Harrison, MT 59636
VA Medical Center, 2121 N. Ave., Grand Junction, CO 81501
VA Salt Lake City Hcare Sys., 500 Foothill Dr. Salt Lake City, UT 84148
VA Med.Center, 1898 Fort Rd., (Bldgs. #35 & #71), Sheridan, WY 82801
VA Outpatient Clinic, 1300 Fortino Blvd, Suite B, Pueblo, CO 81008
Miles City Clinic and Nursing Home, 210 S. Winchester, Miles City, MT 59310

OGA – (Federal Bureau of Prisons)

Federal Correctional Complex, 5880 State Highway 67 South, Florence, CO 81226-7500

Amendment 5 Delete existing facilities for Line Item 18 (VISN 20) and replace with the following:

Line Item 18 (VISN 20, Excluding Alaska)

VA Medical Center, 500 W. Fort St., Boise, ID 83702
VA Medical Center, 3710 SW US Veterans Hospital Road, Portland, OR 97239
VA Medical Center, 4th Plain & St. Johns Rd., Vancouver, WA 98661
VA Roseburg Healthcare System, 913 NW Garden Valley Blvd., Roseburg, OR 97470
VA Puget Sound Healthcare System, 1660 S. Columbian Way, Seattle, WA 98108
VA Medical Center, 4815 N. Assembly St., Spokane, WA 99205
*VA Medical Center, 77 Wainwright Drive, Walla, Walla, WA 99362
Southern Oregon Rehab Center & Clinics, 8495 Crater Lake, White City, OR 97503
Oregon Veterans Home, 700 Veterans Drive, The Dalles, OR 97058
*** These facilities use Unit of Use or Low Unit of Measure Delivery per Section 18.**

Amendment 9 removed the LUM requirement for VA Medical Center, 77 Wainwright Drive, Walla, Walla, WA 99362

Line Item 19 (VISN 21)

- *VA Palo Alto Health Care System:
 - *--Building 100 Dock, 3801 Miranda Avenue, Palo Alto, CA 94304-1290
 - *--Warehouse Receiving Dock, Bldg. 50, 3801 Miranda Avenue, Palo Alto, CA 94304-1290
- *VA Palo Alto Health Care System-Menlo Park, Warehouse Receiving Dock, Bldg. 334, 795 Willow Road, Menlo Park, CA 94025
- *VA Palo Alto Health Care System-Livermore, Warehouse Receiving Dock, Bldg. 65, 4951 Arroyo Road, Livermore, CA 94550
- *VA Palo Alto Health Care System-San Jose, 80 Great Oaks Blvd. San Jose, CA 95119
- *VA Palo Alto Health Care System-Monterey (Fort Ord), 3401 Engineer Lane Seaside, CA 93955
- *VA Palo Alto Health Care System-Modesto, 826 Scenic Drive, Modesto, CA 95353
- *VA Palo Alto Health Care System-Stockton, 500 W. Hospital Road, French Camp, CA 95231
- *VA Northern California Health Care System-Martinez, 150 Muir Road, Martinez, CA 94553
- *VA Northern California Health Care System-Chico, 280 Cohasset Road, Chico, CA 95926
- *VA Northern California Health Care System-Redding, 351 Hartness Avenue Redding, CA 96002
- *VA Northern California Health Care System – Mather, 10535 Hospital Way Mather, CA 95655
- *VA Northern California Health Care System-McClellan, 5342 Dudley Blvd., Bldg. 98, McClellan Business Park, CA 95652
- *VA Northern California health Care System-Oakland, 2221 Martin Luther King Way, Oakland, CA 94612
- *VA Northern California Health Care System – Fairfield, 103 Bodin Circle, Travis AFB, Fairfield, CA 94535
- *VA Northern California Health Care System – Mare Island, Bldg. 201 Walnut Avenue, Vallejo, CA 94592
- *VA San Francisco Medical Center, Building 6 Receiving Dock, 4150 Clement Street, San Francisco, CA 94121-1598
- *VA San Francisco Downtown Clinic, 401 3rd Street, San Francisco, CA 94107
- VA San Bruno Outpatient Clinic, 1001 Sneath Lane, Suite 300, Third Floor San Bruno, CA 94066
- VA Santa Rosa Clinic, 3315 Chanate road, Santa Rosa, CA 95404
- VA Ukiah Community-Based Outpatient Clinic, 630 Kings Court, Ukiah, CA 95482
- VA Eureka Veterans Clinic, 714 F Street, Eureka, CA 95501
- *VA Central California Health Care System 2615 East Clinton Avenue – WHSE, Fresno, CA 93703
- *VA Sierra Nevada Health Care System 1000 Locust Street – WHSE, Reno, NV 89502
- * These facilities use Unit of Use or Low Unit of Measure Delivery per Section 18.**

Line Item 20 (VISN 22)

- VA Loma Linda Healthcare System, 11201 Benton St., Loma Linda, CA 92357
- VA Long Beach Healthcare System, 5901 E. 7th St., Long Beach, CA 90822
- VA Greater L.A. Healthcare Sys. 11301 Willshire Blvd, Los Angeles, CA 90073
- VA So.Nevada Healthcare System, P.O. Box 360001, N. Las Vegas, NV 89036
- VA San Diego Healthcare System. 3350 La Jolla Village Dr., San Diego, CA 92161

VA Sepulveda Amb.Care Ctr, Bldg. 200, 16111 Plumber, N. Hills, CA 90073

Line Item 21 (VISN 23)

*VA Medical Center, 2101 Elm Street, Fargo, ND 58102

*VA Black Hills Healthcare System:

--Fort Meade Campus, 113 Comanche Road, Fort Meade, SD 57741

*--Hot Springs Campus, 500 North 5th Street, Hot Springs, SD 57747

VA Central Iowa Healthcare System:

--Des Moines Division, 3600 30th St., Des Moines, IA 50310

--Knoxville Div., 1515 W. Pleasant St., Knoxville, IA, 50138

VA Medical Center, 601 Hwy 6 West, Iowa City, IA 52246

*VA Medical Center, One Veterans Drive, Minneapolis, MN 55417

VA Nebraska-Western Iowa Healthcare System:

*--Omaha Division, 4101 Woolworth Avenue, Omaha, NE 68105

--Grand Island Div.2201 North Broadwell Ave., Grand Island, NE 68803

--Lincoln Division, 600 South 70th St., Lincoln, NE 68510

*VA Medical Center, 2501 W. 22nd Street, Sioux Falls, SD 57106

*VA Medical Center, 4801 Veterans Drive, St. Cloud, MN 56303

* **These facilities use Unit of Use or Low Unit of Measure Delivery per Section 18.**

Line Item 22 (Puerto Rico)

VA Medical Center, One Veterans Plaza, San Juan, PR 00927

VA , Outpatient Clinic, Avenida De Hostos #345, State Rd #2, KM 156.2, Mayaguez, PR 00680

VA Outpatient Clinic, Urb Ind.Reparada, Calle Principal Lote #1 Ponce, PR 00731

Line Item 23 (Hawaii)

VA Pacific Island Healthcare System, 459 Patterson Rd., Honolulu, HI 96819

VA CBOC - Hilo, 1285 Waianuenue Ave., Suite 211, Hilo, HI 96720

VA PTSD Residential Rehabilitation Program-Hilo, 891 Ululani Street, Hilo, HI 96720

VA CBOC – Kona, 75-5995 Kuakini Highway, Suite 413, Kailua-Kona, HI 96740

VA CBOC – Kauai, 3367 Kuhio Highway, Suite 200, Lihue, HI 96766

VA CBOC – Maui, 203 Ho’ohana Street, Suite 300, Kahului, HI 96732

VA CBOC – Guam, US Naval Hospital, Bldg – 1, E-200, Box 7608, Agana Heights, Guam 96919

Line Item 24 (Alaska)

Alaska VA Healthcare System, 2925 Debarr Road, Anchorage, AK 99508

Line Item 25 (CMOP’s) Consolidated Mail Outpatient Pharmacy

Station 760 Leavenworth CMOP - 5000 S. 13th St., Leavenworth, KS 66048

Station 761 Chelmsford CMOP - 10 Industrial Ave, Chelmsford, MA 01824-3610

Station 762 Southwest CMOP - 3675 East Britannia Drive, Tucson, AZ 85706

Station 763 Dallas CMOP - 2962 S. Longhorn Drive, Lancaster, TX 75134-1840

Station 764 Mid-South CMOP - 5171 Sam Jarred Drive, Murfreesboro, TN 37130

Station 765 Great Lakes CMOP - 5th & Roosevelt, Bldg. 37 NW, Hines, IL 60141

Station 766 Charleston CMOP - 3725 Rivers Avenue-Suite 2, No. Charleston, SC 29405

ATTACHMENT "B"
REFERENCES

Instructions: Complete the following past performance information for your top five customers. First, provide information for any commercial customers, then, information for sales to other federal government facilities (Department of Defense, Public Health, Bureau of Prisons, etc.), then VA customers.

1. Customer Name: _____
Point of Contact: _____
Phone Number: _____
Email Address: _____
2. Customer Name: _____
Point of Contact: _____
Phone Number: _____
Email Address: _____
3. Customer Name: _____
Point of Contact: _____
Phone Number: _____
Email Address: _____
4. Customer Name: _____
Point of Contact: _____
Phone Number: _____
Email Address: _____
5. Customer Name: _____
Point of Contact: _____
Phone Number: _____
Email Address: _____

**ATTACHMENT “C”
APPROVED PRODUCT CATEGORIES**

Medical and surgical product categories for products commonly distributed through the MSPV program include, but are not limited to the following:

- **Adhesive tapes and adhesive bandages**
- **Applicators/swabs/wipes/pads** (plain and treated)
- **Bandages/gauzes** (plain, treated, casting, and elastic)
- **Dressings** (adherent and non-adherent, impregnated and non-impregnated)
- **Binders/suspensories**
- **Sponges, surgical**
- **Surgical handles, blades, and combinations**
- **Surgical hand instruments** (disposable and reusable; includes instrument accessories)
- **Scopes, medical** (with accessories and replacement parts. Includes but is not limited to duodenoscopes, endoscopes and surgical microscopes. Excludes laboratory microscopes.)
- **Cannulas, airways, tubes and accessories** (all styles, types and sizes, except those relating to blood transfusion and iv apparatus)
- **Catheters** (excluding urinary catheters) (cardiac/thoracic, suction catheters, other) (all styles, types and sizes, except those relating to blood transfusion)
- **Colostomy/ostomy products**
- **Gloves, medical surgeon's and examinary** (latex and vinyl, sterile and non-sterile, all sizes)
- **Medical diagnostic instruments** (excluding equipment) (sphygmomanometers, otoscopes, stethoscopes, thermometers, hand-held dopplers and pulse-oximeters, laryngoscopes, other)
- **Needles, syringes, protective sheaths, and jet injectors** (hypodermic, antistick, iv, other)
- **Stockings** (anti-embolism/compression only)
- **Sutures, suture needles, staples and extractors** (all type and sizes)

- **Sets, kits and trays, disposable** (such as irrigation kits and blood gas kits) (excluding first aid kits and urinary products) (procedural/instrument, treatment, other)
- **Wound drainage systems and kits/evacuators** (excluding equipment and equipment accessories)
- **Implants, surgical** (excluding pacemakers and related supplies) (joints, hip, knee and accessories, intraocular lenses, other)
- **Disposable contamination containers** (sharps, biohazard bags, chemotherapy containers, other)
- **Urine and specimen collection products** (excluding laboratory items) (specimen cups and containers, urinary drainage bags, kits and sets, urinary catheters, and other urinary supplies, including urometers, flowmeters, etc., but excluding urine test strips)
- **Bags, heat/cold** (hot water, ice, chemical)
- **Bands, patient identification**
- **Orthopedic/surgical supports** (splints, braces, immobilizers/soft goods (including stockinettes), positioners (excluding wheelchair positioners), supports, cervical collars, other)
- **Incontinent products** (pads, bed linen, protective, diapers, other)
- **Brush-sponge surgical scrubs**
- **Charts and chart racks** (medical only)
- **Restraints and patient enclosures, adult and pediatric** (medical application)
- **Drapes, surgical** (aseptic, surgery application only)
- **Hospitalware, plastic/stainless** (medical use only, such as bedpans, urinals, sponge bowls and watersets)
- **Hospital clothing** (patient/nurse/doctor) (disposable, reusable, and impervious disposables, including masks/shields, goggles, gowns, jumpsuits, personal protection kits (excluding first aid kits), and mortuary packs/shroud kits)
- **Nonprescription medicated cosmetics and surgical soaps**
- **Antiseptic Liquid Skin Cleansing Detergents and Soaps; Dispensers and Accessories**
- **Needles, collection tubes/sets, lancets and skin preparation kits**
- **Vacutainer kits, filter samplers, and miscellaneous in vitro diagnostic products**
- **Manual wheelchairs & wheelchair accessories**

- **Accessories only, for medical equipment. Medical equipment is excluded from this procurement.**

**ATTACHMENT “D”
SMALL BUSINESS SUBCONTRACTING PLAN**

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER(S): _____

ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Federal Acquisition Regulation (FAR) clause 52.219-9, Small Business Subcontracting Plan.

(1) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the plan cited in 2(i) below or to the contract awarded under the solicitation cited above.

(a) Small business concerns: _____% of total planned subcontracting dollars that will go to subcontractors who are small business concerns.

(b) Veteran-owned small business concerns: _____% of total planned subcontracting dollars will go to subcontractors who are small business concerns owned and controlled by a veteran(s).

(c) Service-disabled veteran-owned small business concerns: _____% of total planned subcontracting dollars will go to subcontractors who are small business concerns owned and controlled by a service-disabled veteran(s). (*Subset of (b) Veteran-owned small business concerns*)

(d) HUBZone small business concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located on the List of Qualified HUBZone Small Business Concerns maintained and published on SBA’s website at <https://eweb1.sba.gov/hubzone/internet/general/approved-firms.cfm> (HUBZone means a historically under utilized business zone, which is an area located

within one or more qualified census tracts, qualified nonmetropolitan counties, of lands within external boundaries of an Indian reservation.)

(e) Small disadvantaged business (SDB) concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals.

(f) Small women-owned business concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by a woman or women who are U.S. citizens and who also control and operate the business.

(2) (i) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this (select only one of the three):

- (a) Individual Plan (This Contract Only) is \$ _____
- (b) Division-wide Plan \$ _____
(Represents _____% of Total Annual Sales)
- (c) Company-wide Plan \$ _____
(Represents _____% of Total Annual Sales)

The following dollar values correspond to the percentage goals shown in (1) above.

(ii) Total dollars planned to be subcontracted to small business concerns: \$ _____

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns: \$ _____

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns: \$ _____

(v) Total dollars planned to be subcontracted to HUBZone small business concerns: \$ _____

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____

(vii) Total dollars planned to be subcontracted to women-owned small business concerns: \$ _____

(3) The following principal types of products and/or services will be subcontracted under this plan:

These types are planned for subcontracting to small business (SB), veteran-owned small business (VO), , service-disabled veteran-owned small business (SDVO), HUBZone small business (HUB), small disadvantaged (SDB) and women-owned small business (WOB) concerns as follows:

SB: _____

VO: _____

SDVO: _____

HUB: _____

SDB: _____

WOB: _____

(4) The following method was used in developing subcontracting goals:

(5) The following methods were used to identify potential sources for solicitation purposes: (See FAR 52.219-9(d)(5) for examples of methods that may be used.)

(6) Indirect and overhead costs (check one below):

_____ have been _____ have not been included in development of the goals.

If "have been" is checked, explain the method used in determining the proportionate share of indirect costs to be incurred with small business, , veteran-owned small business, service-disabled small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

(7) The following individual will administer the subcontracting program:

NAME: _____ TITLE: _____

ADDRESS:

TELEPHONE: _____ E-MAIL:

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

(iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with FAR clause 52.219-9, paragraph (j). and the instructions on the forms and

(iv) ensure that its subcontractors agree to submit SF's 294 and 295.

(11) Following is a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists and a description of efforts to locate small business, veteran-owned small business, service-disabled veteran owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns and award subcontracts to them..

The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated:

(i) Source lists, guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

Effective period of this subcontracting plan is: (Individual plans should cover the entire period of performance).

____ TO _____
Month Day Year Month Day Year

In the event your company's fiscal year is for a period other than the proposed contract period of this solicitation, you will be required to submit a new subcontracting plan for approval sixty (60) days prior to expiration of the existing subcontracting plan. In the event an acceptable plan cannot be negotiated prior to expiration of the existing subcontracting plan, your contract may be terminated.

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Plan Approved By: _____
Contracting Officer

Date Approved: _____

(ATTACHMENTS MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

	PRIOR YEAR/ CONTRACT GOALS	*PRIOR YEAR/ CONTRACT ACHIEVEMENTS
Total Subcontracting dollars	_____	_____
Small Business dollars	_____	_____
Small Business percent	_____	_____
Small Disadvantaged dollars	_____	_____
Small Disadvantaged percent	_____	_____
Small Women-owned dollars	_____	_____
Small Women-owned percent	_____	_____
HUBZone Small Business dollars	_____	_____
HUBZone Small Business percent	_____	_____
Service-Disabled Veteran-Owned dollars	_____	_____
Service-Disabled Veteran-Owned percent	_____	_____
Veteran-Owned dollars	_____	_____
Veteran-Owned percent	_____	_____

If total prior year contract achievements are not available, use actual figures and estimate balance.

GOALS PROJECTED FOR CURRENT YEAR/CONTRACT

Total Subcontracting dollars _____

Small Business dollars _____

Small Business percent _____

Small Disadvantaged dollars _____

Small Disadvantaged percent _____

Small Women-owned dollars _____

Small Women-owned percent _____

HUBZone Small Business dollars _____

HUBZone Small Business percent _____

Service-Disabled Veteran-Owned dollars _____

Service-Disabled Veteran-Owned percent _____

Veteran-Owned dollars _____

Veteran-Owned percent _____

Amendment 4 - Section D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS
Page 87. Add Heading - before **SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS**

ATTACHMENT “E”

SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS

Information provided on this attachment will be used to evaluate the offeror’s proposed SDB Participation Program. In addition to completing this form, offerors may provide additional information regarding their firm’s SDB Participation Program.

VA-797-09-RP-0006

1. Provide your firm's targets, expressed as dollars and percentages of the total value of your firm's offer, for SDB Participation in this procurement.

A. Total Estimated Value of your Firm's Offer \$ _____
(Total of the amounts listed in Block 24 of the Schedule of the SF1449 for each solicitation line item)

B. SDB Participation Program Target:

Expressed as a percent of your firm's offer _____%

Expressed as dollars \$ _____

2. List the SDBs your firm proposes to use for the performance of a contract resulting from this solicitation, and describe the products or services to be subcontracted.

(a) Name of SDB Product or
Service to Subcontracted

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail

to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers (*Tailored*). The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW,
Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:
A. Submission of Offers. Offers will be received at the following address no later than the date and time indicated in block 8 of the SF 1449, page 2 (**Amendment 1 changed due date**). Mail packages must be clearly marked on the outside of the commercial envelope with Solicitation No. VA-797-09-RP-0006. The packages shall clearly identify the name and address of the offeror and the solicitation closing date, and time. Faxed and/or facsimile offers are not authorized and will be rejected.

Regular Mail:

Department of Veterans Affairs
National Acquisition Center (049A1N3MSPV)
National Contract Service, Medical/Surgical Branch
P.O. Box 76
Hines, IL 60141

Overnight Mail and Handcarried Offers:

Department of Veterans Affairs
National Acquisition Center (049A1N3MSPV)
National Contract Service, Medical/Surgical Branch
Bldg. #37, P.O. Box 76
First Avenue, One Block North of Cermak Road
Hines, IL 60141

B. General. Each offeror must:

- (1) Submit an original of the business proposal as required by C, below.
- (2) Submit supplemental written information as required by D, below.
- (3) Make an oral presentation as required by E, below.

C. Business Proposal Content . An original of the following documents are required to be received by the solicitation closing date and time at the designated office listed on Page 1 of Standard Form 1449, and supplemented by instructions provided in paragraph A, above. These documents will constitute an offer that, if accepted by the Government, will become part of the contract:

- (1) **Standard Form 1449, with blocks 12, 17a, 17b, 30a, 30b and 30c completed by the offeror.**
- (2) **Sections 6.5.1, 6.5.2, 6.6.1, 6.6.2 and 6.8 of Part I of this Solicitation completed by the offeror.**
- (3) **Completed Certifications required by clause 52.212-3 “Offeror Representations and Certifications – Commercial Items” electronically at <http://orca.bpn.gov>.**
- (4). **Amendment 6 - All offerors that are large busienss must submit a subcontracting plan. (See Attachment "D" Small Business Subcontract Plan.**

D. Supplemental Written Nonpriced Information. In addition to the information required by C, above, each offeror must submit the following information in the required number of copies or sets as specified by the solicitation due date.

- (1) Information required by Paragraph E.2, “Oral Presentation Content” below. This information is annotated in bold and preceded by topics located within the topic of presentation. (7 sets each)
- (2) Information required by Attachment “B” entitled “Experience/Past

Performance” for the period June 1, 2006 through May 31, 2009 for all of offeror’s completed and current commercial and Government contracts having the breadth, depth and relevancy to the requirements of this solicitation.

(4 sets each).

(3) Financial Information. Income Statement for offeror’s last two fiscal years (1 set)

(4) Offeror’s Standard Commercial Return Goods Policy (7 Sets)

E. Oral Presentations. Oral presentations will be required of offerors as part of the evaluation and selection of a prime vendor contractor. After receipt of offers and upon notification by the NAC Contracting Officer, Technical proposals will be presented to the Department of Veterans Affairs in person by means of an oral presentation to the Technical Evaluation Panel (TEP). It is anticipated that oral presentations will take place at the VA National Acquisition Center, 1st Avenue North of Cermak, Building 37, Room 167, Hines, Illinois, approximately two weeks after the solicitation closing date. Offerors will be provided with additional details soon after the solicitation closes. When evaluating an offeror’s capabilities to perform the prospective contract, VA will consider how well the offeror complied with the instructions of this solicitation. Offerors are encouraged to contact the contracting officer for any questions regarding these instructions.

The purpose of oral presentations and any question and answer session, is to ascertain the offeror’s understanding of the work and ability to perform the work that the Government will require under the prospective contract. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.306, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised final proposal revisions. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from this solicitation, unless the Department of Veterans Affairs and the offeror agree to make it a part of the offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain supplemental oral presentations to the answers given during the question and answer session.

The offeror shall provide the following information by the solicitation closing date regarding its oral presentation:

- (1) A list of names and position titles of the offeror’s presenters. The number of presenters shall be limited to no more than **four** personnel.
- (2) Information required by Paragraph 2, “Oral Presentation Content” below. This information is annotated in bold and preceded by topics located within the topic of presentation. (7 sets each) (Refer to the six notes in the following elements of Product Availability; Distribution Centers; Emergency Contingency Plan; Price Accuracy and Management Information Systems (MIS); Implementation of Prime Vendor Program Plan).

Amendment 4 Paragraph E.2. Oral Presentation Content. Clarification: Offerors are required to submit seven (7) complete sets of the oral presentation documents

(3) Seven paper sets of any oral presentation aids (e.g., PowerPoint slides, paper handouts) that the offeror intends to use to supplement its oral presentation.

Offerors that fail to submit the information required by (1) above, by the solicitation closing date will be precluded from having personnel participate in the presentation. Information received after the solicitation closing date on (2) above, shall be rejected. Other information not required by (2) above, but submitted by the offeror with its proposal will not be considered and shall be rejected. Offerors will not be allowed to use any presentation aids (see (3) above) with their presentation if no paper sets were submitted by the solicitation closing date.

Submission of audiotapes or other forms of media containing the presentation for evaluation, in lieu of oral presentations is not authorized and shall be rejected.

The specific technical evaluation criteria which must be addressed in the oral presentation are set forth in Paragraph 2, "Oral Presentation Content", below.

1. Oral Presentation Rules

(a) Recording The Presentation. The Government will audiotape the presentation. Offerors are prohibited from taping or recording their own presentation. The Government will provide the offeror with an audiotape copy of its own presentation upon request, after contract award.

(b) Exclusion of Prices/Fees. Offerors are prohibited from making any reference to prices and/or fees during Oral Presentations and from making any reference of prices/fees on any written oral presentation media.

(c) Order of Presentations. The order in which offerors will make their presentations will be determined by a drawing within two separate groups by the contracting officer after receipt of proposals. The two groups will consist of offers from small business concerns and offers from large business concerns. The lot of offers by small business concerns will be scheduled first. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on their scheduled date and time.

(d) Schedule for Presentations. The contracting officer will schedule oral presentations as tightly as possible, but the duration of the entire presentation process will be dependent upon the number of acceptable offers received. The contracting officer will notify offerors in writing of the date and time oral presentations will take place. The Contracting Officer will schedule the first oral presentation to take place approximately 10 - 15 business days after the solicitation closing date. VA reserves the right to reschedule an offeror's oral presentation at the discretion of the Contracting Officer.

(e) Offeror's Presentation Team. The presentation shall be made by no more than four personnel whom the offeror will employ or are employed on a full-time basis to manage,

supervise or personally direct the work being described by the solicitation. The manager having full-time operational responsibility for contract performance must be present and, at a minimum, answer questions during the question and answer session, if needed. No other officers, employees, consultants, agents, or other representatives of the offeror may attend or take part of the oral presentation process.

(f) Presentation Time Limits. Oral presentations, excluding any question and answer sessions (if applicable) shall be limited to **two hours**. Offerors submitting a proposal as a joint venture or other teaming arrangement shall have only one, two-hour period for their oral presentation. The Contracting Officer will strictly enforce this time limit. The length of time spent on each of the solicitation subfactors listed in Paragraph 2, “Oral Presentation Content”, below, will be left to the offeror’s discretion. The two hour time limit will start with the VA's direction to begin. Recording of the presentation shall be immediately terminated at the completion of the two-hour time limit, unless the offeror completes its presentation prior to the expiration of the time limit. Following the oral presentation, there will be a recess of approximately one hour. After the recess, if needed, there may be a question and answer session not to exceed one hour. The question and answer session will be recorded.

(g) Clarification of Oral Presentation Points (Questions and Answer Session). After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported. Any such interchange between the offeror and the Government will be for clarification purposes, and will not constitute discussions within the meaning of Federal Acquisition Regulation 15.306. The question and answer session will be in addition to the two-hour time limit. Answers to any questions will be considered by the Source Selection Evaluation Panel in determining the offeror's technical scores.

(h) Presentation Media.

(1) Presentation media (e.g., PowerPoint slides, handouts), may be used by the offeror to assist the offeror with its presentation. Animations are prohibited. Offerors are advised from using overly complex or colorful presentation aids and that any presentation media shall be used to assist, not to replace, the offeror’s oral presentation. The Government will provide a PowerPoint projector and a flip chart pad for the offeror’s use during the oral presentation. Offerors must ensure that their laptop equipment is compatible with external video devices such as Power Point. The offeror shall not introduce or use any other media at the presentation not previously submitted by the solicitation closing date. The offeror should mark slides in accordance with Clause, “AS12 Restrictions on Disclosure and Use of Data”, as appropriate.

(2) If the offeror plans to use presentation aids (e.g, PowerPoint slides, handouts), the offeror shall be required to submit seven paper copy sets of the presentation that the offeror will use for its oral presentation by the closing date of the solicitation. Immediately before the presentation, the Contracting Officer will return a set to the offeror for use during its presentation. Offerors will not be allowed to bring their own presentations, change their presentation media or any information not previously provided by the solicitation closing date.

The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(3) There is no limitation on the number of slides that an offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except when used as visual aids to aid in the oral presentation. When reviewing and evaluating the oral presentations and written information requested on select elements of Paragraph 2, “Oral Presentation Content”, below, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the slides. The production and use of an excessive number of slides may be detrimental to an offeror's presentation.

2. Oral Presentation Content. The offeror's presenters must demonstrate the offeror's capability to perform the work that will be required under the prospective contract by addressing the following topics, in the order in which they are listed, in accordance with the following instructions:

(a) **Introduction.** The presentation shall begin with the presenter’s introduction of name, position, and name of company.

(b) **Statement of Work.** The offeror’s oral presentation shall address the statement of work in the performance of the functions listed below:

(1) **Distribution and Logistics Management.** This subfactor consists of the following functions:

Product Availability.

- Provide information on the categories and types of products and product suppliers for products currently carried in, and distributed from your inventory.
- Describe your procedures for tracking recurring and non-recurring items.
- Describe your procedures and time frames for expanding your product base for products not currently carried in inventory but required by customers (e.g., products included, but not limited, to the products listed at www.va.gov/vastorenac, under the heading “Med/Surg Prime Vendor Program and Standardization”).
- Describe your policies, procedures, and timeframes for establishing product suppliers for new contracts awarded by VA, and describe your procedures for making the products of new product suppliers available to customers.

- Provide your policies, procedures and terms and conditions regarding your agreements with product suppliers, and describe any limitations that may preclude you from providing the products of product suppliers.

Note: Offeror is required to provide seven sets of its terms and conditions with product suppliers by the solicitation closing date, in addition to its oral presentation in support of this element.

- Explain your policies and/or business practices relating to establishing and maintaining adequate levels of stock in your distribution centers for continued service to customers.
- Describe your policies and procedures regarding safety stock levels for continued service to customers.
- Describe its policy, procedure and delivery timeframe for emergency orders.

Fill-Rate.

- Describe your plan to meet the required contract fill-rates for core items and describe corrective action if fill rates are not met.
- Explain your procedures for ensuring next-scheduled business day delivery for recurring items for the solicitation line items on which an offer is made.
- Describe your procedures for servicing customers on a “fill/kill” basis, and describe your process for handling killed orders.
- Explain your procedures for supplying customers with non-recurring products.
- Describe your plan for resolving nonavailability of recurring products and for providing advanced notification to customers on the nonavailability of recurring items.
- Describe your procedures for handling product substitutions and product confirmations.
- Describe your procedures and/or controls for correction of backorders.
- Describe your procedures for providing service to customers on a “fill/call” basis.

Distribution Centers.

- Provide the name and address of each distribution center that will service each individual facility covered by the solicitation, and indicate the distance from the

distribution center to each facility. *Note: Offeror is required to provide seven sets of the distribution center addresses that will be used in the performance of a resultant contract, and the distance from the distribution center to each facility by the solicitation closing date, and to summarize written information provided during oral presentations.*

- Describe your transportation system capabilities as they relate to delivery of products to each individual facility covered by the solicitation.
- Describe your plan for providing the same level of service (e.g., customer service support, etc.) to all the facilities covered by the solicitation, regardless of the remoteness or size of facilities.
- Describe how you intend to identify and communicate to the user Core Items that are exclusions to the required contract fill rates. (Products with manufacturer back orders and products ordered in quantities exceeding the facility's 30-day usage by more than 10% per month.)
- If Core items are to be delivered by multiple distribution centers describe how the offeror plans on meeting the requirement of next day delivery and track accurate fill-rates.

Quality Assurance/Control. This subfactor consists of the following functions.

- Describe your quality control program for assuring the quality of products. This includes, but is not limited to programs to monitor compliance with VA regulatory standards, and environmental controls such as breakout areas and clean/sterile storage areas as required by Paragraph 18 of the solicitation.
- Describe your storage and handling area for products ordered under the Just-In-Time delivery method and your shipping procedures for Just-In-Time deliveries. Including in particular, how you will be able to meet the requirements of Paragraph 18 of this solicitation.
- Describe your procedures and or controls for identification and correction of performance deficiencies such as; short shipments, late shipments, shipments of erroneous products, and products with short shelf life.
- Describe your reverse logistics process for handling product returns and/or product recalls.

Emergency Contingency Plan.

- Provide your plan for continued service to customers during emergency situations, national emergencies such as terrorist attacks, and/or natural disaster

occurrences. *Note: Offeror is required to provide seven sets of its contingency plan in support of this element by the solicitation closing date, and to summarize written information provided during oral presentations.*

(2) Price Accuracy and Management Information Systems (MIS).

- Describe your current web-based electronic catalog, order entry, inventory, order receipt, invoice, stock availability, and order confirmation systems.
- Describe your procedures with point of use dispensing equipment systems.
- Explain your procedures for electronically downloading to your systems twice a month the product prices listed at www.va.gov/vastorenac, under the topic “Med/Surg Prime Vendor Program and Standardization”
- Describe your process for ensuring uniform and accurate product prices for all VISN 21 facilities and your mechanism for keeping product prices updated.
- Explain your invoice procedures on each of the following situations:
 - Erroneous Prices
 - Short Shipments
 - Shipment of Wrong Products
- Describe your procedures and controls for identification and correction of product price discrepancies.
- Explain your credit and rebill process.
- Describe your current reports module capabilities and your ability to comply with the reporting requirements of this contract.
- Describe your continuity of service plan of your electronic data systems, e.g., backups, redundant systems etc., to prevent loss of data or data service due to disasters, emergencies, or external attacks on corporate data
Note: Offeror is required to provide seven sets of its plan in support of this element by the solicitation closing date, and to summarize written information provided during oral presentations.
- Provide the names, titles and skills of key personnel that will be responsible for the management of information systems and responsible for price accuracy.
Note: Offeror is required to provide seven sets of the information required by this element by the solicitation closing date, and to summarize written information provided during oral presentations.

- Describe the system utilized for maintaining Core Item Listing levels, the adjustment, addition and deletion of items, the authorization / approval process to meet the requirements of the solicitation.

(3) Implementation of Prime Vendor Program Plan.

- Describe your processes and functions associated in the implementation of the prime vendor program within the 90-day time frame for each facility covered by the solicitation.
- Provide your critical path or milestones plan outlining contract implementation for each facility within each line item. *Note: Offeror is required to provide seven sets of its critical path or milestones plan in support of this element by the solicitation closing date, and to summarize written information provided during oral presentations.*
- Describe the key personnel that will be responsible for contract implementation.
- Discuss the type and length of implementation training to be provided to facilities.
- Describe the type of ongoing or refresher training to be provided to facilities during the course of the contract.

(4) Customer Service.

- Describe your plans to provide customer service support to facilities during the implementation phase of the contract, and your plans for continued customer service during the contract period. Provide the ratio of customer facilities to customer service/sales representatives.
- Describe your process for resolving customer service complaints.
- Discuss your plans for ensuring that customer service/sales representatives provide continued assistance to customers in maintaining updated product usage lists and product prices, and in resolving credits, rebills, and price discrepancies.
- Describe your plans for ensuring that customer service/sales representatives are familiar with the terms and conditions of the contract.
- Describe your capabilities to provide value-added services.

(5) Socio Economic Consideration. Describe the extent of opportunities that will be provided to Small Businesses, Small Disadvantaged, Small Hubzone, Small Women-Owned, Small Veteran-Owned and Small Service-Disabled Veteran-Owned Businesses

such as subcontracting opportunities and special initiatives such as mentoring programs, and partnership agreements.

(c) **Conclusion.** The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award.

G. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals. This does not include revisions to oral presentations or written information submitted in accordance with the instructions in Paragraphs D “Supplemental Written Non Priced Information”, and E “Oral Presentation”, above.

AS 1108 CONTACT FOR CONTRACT ADMINISTRATION (MAY 1992)

Offerors are requested to designate a person to be contacted for prompt contract administration.

NAME _____

TITLE _____

ADDRESS _____

_____ ZIP CODE _____

PHONE NO. (____) _____ 800 NO. _____

FAX NO. (____) _____

E.2 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

E.3 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Firm Fixed Price, Requirements) contract resulting from this solicitation.

(End of Provision)

E.5 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Timothy Richards
Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
OA&L / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

Mailing Address:

Department of Veterans Affairs

OA&L / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE
RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW.,

Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

AS12 Restriction on Disclosure and Use of Data (FEBRUARY 1998)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall--

(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)", and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.10 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present,

electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Addendum to 52.212-1)

E.11 52.212-2 EVALUATION – COMMERCIAL ITEMS

1. EVALUATION CRITERIA

a. Order of Importance. The Government will award contracts resulting from this solicitation to responsible offerors whose offers conform to the solicitation and which represent the best overall value, price and other non-priced factors listed below considered. Non-priced evaluation factors consisting of Technical Excellence, Past Performance and Socio-Economic Consideration are listed in descending order of importance with Technical Excellence being significantly more important than Past Performance and Socioeconomic consideration. The four Subfactors listed under Technical Excellence will be weighed equally. Non-Priced Factors, when combined, are slightly more important than price.

(1) Non-Priced Factors:

(a) Technical Excellence:

- (i) Distribution and Logistics Management_
 - Product Availability
 - Fill-Rate
 - Distribution Centers
 - Quality Assurance/Control
 - Emergency Contingency Plan
- (ii) Price Accuracy and Management Information Systems (MIS)
- (iii) Implementation of Prime Vendor Program Plan
- (iv) Customer Service

(b) Past Performance

(c) Socio Economic Consideration

(2) Price Factor: (Offer/Proposal)

a. Order of Importance (cont'd):

Technical Excellence, Past Performance, and Socio Economic Consideration, when combined, are slightly more important than price (distribution fees). The significance of price increases as an offeror's overall rating for the non-price factors becomes more equal to those for competing offers. In making this comparison, the Government is more concerned with obtaining superior past performance history and technical features than making an award at the lowest distribution fee. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with other than the highest past performance or technical ranking if the Contracting Officer determines that to do so would result in the best value to the Government taking into consideration the factors and their importance as listed above.

b. Technical Excellence. The Government will evaluate each offeror's demonstration of their capability to perform the Government's requirements for this element on the basis of offeror's oral presentation and written supplemental information required on select subparts of Paragraph 2, "Oral Presentation Content", listed in Part V. Offerors are required to summarize the written information during their oral presentation.

c. Past Performance. Past performance is a measure of the degree to which an offeror satisfied its customers in the past, and is an indicator of an offeror's ability to perform the contract successfully. Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government may use information from its own files, information provided by FSS and National Standardization contractors, information provided by VA facilities, information from sources listed on Attachment "C", or from any other source the Government deems appropriate.

The Government will determine whether the offeror has consistently demonstrated adherence to contract terms and conditions and a commitment to customer service; commitment to quality of products provided; commitment to quality of contract-related services performed; commitment to providing the products required by customers by fostering good business relationships with Federal Government product suppliers, commitment to accuracy of reports; commitment to timeliness of deliveries, product price accuracy, and completeness of contract product prices invoiced; adherence to fill-rate requirements; business-like concern for customers' interests, and reasonable and cooperative behavior. The Government will take into consideration the offeror's experience on the depth, breadth, relevancy and currency for contracts similar to this procurement.

Offerors without a record of relevant past performance or for whom information on past performance is not available, may not be evaluated favorably or unfavorably.

d. Socio-Economic Consideration. Offerors are required to provide the information on Attachment "E", in support of this factor. The Government will evaluate the extent of opportunities offerors propose to afford to small businesses in the following categories: Small, Disadvantaged, Hubzone, Women-Owned, Veteran-Owned and Service-Disabled Veteran-Owned. For purposes of this solicitation, "extent of opportunities" includes both subcontracting opportunities and special initiatives such as mentoring programs, and partnership agreements. Offers from small business concerns will receive higher ratings than offers from large business concerns. Proposals from small businesses that provide opportunities to other Small, Small

Disadvantaged, Hubzone, Women-Owned, Veteran-Owned and Service-Disabled will be rated higher than proposals from small businesses that offer no opportunities. In evaluating offers from large business concerns, demonstration of actual achievements will be of greater importance than proposed goals. Offers from large business concerns should include the goals and the actual performance against the goal.

Notes: 1) This factor applies to ALL OFFERS, except offers for proposal line items 1, 2, 8, 21 and/or 22 that may be set-aside in accordance with the evaluation criteria listed in Paragraph 4, "Cascaded" Small Business Set-Aside, Section VI of the solicitation. ALL OFFERORS regardless of the proposal line items offered, are advised to respond to this factor.

2. EVALUATION OF PRICE (DISTRIBUTION FEE) PROPOSALS:

(a) **Price (Distribution Fee) Factor.** This factor consists of the distribution fees proposed for the base and each of the two option periods for each distribution strategy for each solicitation line item proposed (Conventional/Bulk and Unit of Use or Low Unit of Measure). A price (distribution fee) proposal weighted average will be calculated for each solicitation line item proposed based on the offered distribution fees for each distribution strategy and each contract period (base & options) taking into consideration anticipated higher usage of the distribution strategy indentified by each line item.

(b) **Options.** The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

3. ALTERNATE PRICE (Distribution Fee) PROPOSALS.

(a) Alternate price (distribution fee) offers will be considered only when the offeror has submitted an offer for the base period and each of the two options for each distribution strategy (Conventional/Bulk and Unit of Use or Low Unit of Measure).

NOTE: Alternate offers for less than a group of medical centers identified by each proposal line item on which an offer is made or offers not proposing for each Conventional/Bulk and Unit of Use or Low Unit of Measure distribution strategies for the base period and two options shall be rejected.

(b) The total estimated price of an alternate offer that is contingent upon receipt of award for multiple proposal line items will be compared to other possible combinations of results for other offerors who have made proposals on the same solicitation line items. The price evaluation will be based on the overall cost to the Government after considering possible combinations of individual line items offers and alternate offers for multiple solicitation line items.

NOTE: All or None Offers will not be considered and shall be rejected)

(c) VA will determine the overall best value for the Government as a whole for price analysis purposes by considering multi-line offers versus individual offers pricing. The overall

best price to the Government as a whole will be determined irrespective of whether multi-lines or individual lines are awarded.

4. **“CASCADE” SMALL BUSINESS SET-ASIDE - ALL OFFERORS**, regardless of business size, are encouraged to submit a proposal for each solicitation line item. VA intends to evaluate offers and make awards as follows:

(a) **Full and Open Competition - Proposal Line Items 3-7, 9-20, and 23-27.** The Government will consider offers from *all* responsible sources. Award for each proposal line item will be made on an unrestricted basis to the responsible offeror which offer provides the best overall value to the Government in accordance with this solicitation.

(b) **Small Business Set-Aside (Cascaded) - Proposal Line Items 1, 2, 8, 21 and 22.**

(1) In accordance with Federal Acquisition Regulation Part 19.502, offers for solicitation line items 1, 2, 8, 21 and 22 will be set-aside for small business and award will be made on a competitive basis if:

--A minimum of two offers from small business concerns are received for the proposed solicitation line item, and

--Offers are determined to be a best value to the Government in terms of the solicitation evaluation factors and offers competitive and fair market prices, and

--Offers are deemed to meet the requirements of the solicitation for the proposal line items on which an offer is made.

Should only one offer be received for any solicitation line item indicated in 4(b) above, the contracting officer reserves the right to make an award should the offer meet the solicitation requirements in terms of technical acceptability and past performance, and the fee proposal for the solicitation line item(s) proposed is determined fair and reasonable. By fair and reasonable, fee proposals will be evaluated at fair market prices.

(2) If a minimum of two eligible offers from small business concerns are not received for any of solicitation line items 1, 2, 8, 21 and/or 22, or if the contracting officer determines that the one offer received from a small business does not meet the requirements of the solicitation, the small business set-aside for the designated proposal line item(s) will be withdrawn and award will be made on the basis of full and open competition from among **all** responsible business concerns (small and large businesses) that submit an offer.

5. If discussions are conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6. Unless proposals for multiple proposal line items are accepted, awards will be made per solicitation line item basis. VA desires to complete the award of all solicitation line items at the same time. Should the volume of offers received preclude such an effort, awards will be made

and implemented on an incremental basis by solicitation line item. The Contracting Officer shall determine the sequence in which the awards are processed.

7. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (JUN 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial

Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

Amendment 7 - Paragraph (b)(2). Add Note: [Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [] does [] does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted Business Operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

Amendment 7 - Add paragraph (n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

NOTE: Neither (k)(1) or (k)(2) applies to this solicitation.

(End of Provision)