

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGES OF PAGES
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2. AMENDMENT/MODIFICATION NO. TWO
 3. EFFECTIVE DATE 8/18/2004
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY: CODE: _____
 Department of Veterans Affairs
 National Acquisition Center
 P.O. Box 76, Bldg. 37
 Hines, IL 60141
 7. ADMINISTERED BY (If other than Item 6) CODE: _____

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) _____
 (X) 9A. AMENDMENT OF SOLICITATION NO. 797-NC-04-006
 X 9B. DATED (SEE ITEM 11) JUNE 25, 2004
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 10B. DATED (SEE ITEM 13) _____
 CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ONE copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE
 RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR
 OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or
 letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MEDICAL/SURGICAL PRIME VENDOR PROGRAM

The solicitation is amended as follows:

Page 14, Section 6.9 "Emergency Deliveries" - Amended to clarify that Prime Vendors will not be responsible for transportation charges for emergency deliveries resulting from negligence by the Government or due to acts of nature.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) _____
 15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA _____ 16C. DATE SIGNED _____
 (Signature of person authorized to sign) _____ (Signature of Contracting Officer) _____

Solicitation 797-NC-04-006
Amendment No. 2
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Page 21, Section 14 - “Fill-Rates” - Amended to clarify that products will not be included in the fill-rate calculation until 60 days after usage information is provided to prime vendors or until 30 days after adjustments to product usage data are made.

Page 25, Section 18.3 - “Delivery of Non-Recurring/NonCore Items”. Amended to clarify that VA will be responsible for delivery charges for expedient deliveries requested by facilities for non-recurring items.

Page 30, Section 28.3.2 “Product Suppliers” – Delete and substitute with the following:

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 products suppliers, nor require product suppliers to meet any additional prerequisites not required by law or regulation or generally accepted commercial practice. The prime vendor may, in some instances, require liability insurance in excess of \$1,000,000 where high-risk items are involved. Such additional insurance requirements which may create concerns to Federal Government product contractors (e.g., FSS, National Standardization, VISN and local contracts) shall be coordinated and resolved with the National Acquisition Contracting Officer.

Page 36, Section 36 “VA National Item File (NIF)” – Section amended to include the following:

At VA’s discretion, VA may, in the future, use Non 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 product numbers for items from Federal Supply Schedule contracts, National Standardization contracts, VISN and VA local contracts. Efforts will be coordinated with prime vendors should this change be implemented.