

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 111 + 6 Attach.	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER RFP-797-NC-04-006	6. SOLICITATION ISSUE DATE June 25, 2004		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME ▶ Maria A. Ramirez, Contracting Officer		b. TELEPHONE NUMBER (No collect calls) (708) 786-5181	8. OFFER DUE DATE/ LOCAL TIME 8/05/04, 4:00 P.M. Central Time		
9. ISSUED BY: Department of Veterans Affairs (049A1N2PV) National Acquisition Center, Bldg. #37 P.O. Box 76 First Avenue, One Block N. of Cermak Rd. Hines, IL 60141		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED* <input checked="" type="checkbox"/> SET ASIDE: * % FOR * SMALL BUSINESS *See Part VI <input type="checkbox"/> 8(A) NAICS: 423450 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MAKRED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		
		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO	CODE	16. ADMINISTERED BY		CODE		
Delivery Addresses Shown on Delivery Orders		Same as Block #9				
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
TELEPHONE NO.		18c. PAYMENT ADDRESS: Payment address will be listed on individual delivery orders issued against this contract.				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PRIME VENDOR PROGRAM FOR THE DISTRIBUTION OF MEDICAL AND SURGICAL SUPPLIES AND RELATED SERVICES. PLEASE REFER TO THE "STATEMENT OF WORK" OF THE SOLICITATION. <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>					
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) Estimated \$	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
x 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. *Please refer to Part V for further instructions. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART I
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1. Contract Period. Except for the facilities listed below, contract period is January 15, 2005, or date of award, whichever is later, through 20 months thereafter, with two, 20-month renewable options. Renewal of options is at VA's discretion. It is anticipated that awards will be made by October 14, 2004.

Veterans Integrated Systems Networks (VISNs) and/or /Medical Centers listed below are currently on prime vendor contracts which contract periods extend beyond January 14, 2005. These facilities will transition to contracts resulting from this solicitation as shown below. Offerors are advised that these facilities may not be able to meet their contract dollar estimates for the base period as contract performance will not cover a full 20-month period, and to prorate the values at Section 6.4 accordingly.

Solicitation Line Item	Implementation Period	Contract Performance
#8 (Miami, Florida ONLY)	November 17, 2004 – February 17, 2005	February 18, 2005– September 13, 2006
#14 (VISN 16)	November 13, 2004 – February 13, 2005	February 14, 2005 – September 13, 2006
#16 (Amarillo, Texas ONLY)	November 17, 2004 – February 17, 2005	February 18, 2005– September 13, 2006
#19 (VISN 21)	July 1, 2005 – August 31, 2005	September 1, 2005- September 13, 2006
#20 (VISN 22)	November 17, 2004 – February 17, 2005	February 18, 2005– September 13, 2006

2. Type of Contract. Resultant contract(s) shall be Indefinite Delivery, Requirements Contracts (please refer to FAR Clause 52.216-1, "Requirements", listed in Part III).

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.

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4. Medical/Surgical Products –Outpatient Use. It is anticipated that Pharmacy Service will order a limited number of medical/surgical products in limited quantities through VA’s Pharmaceutical Prime Vendor Program for outpatient use only.

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 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 FSS contract products ordered by or provided to facilities under the MSPV contract. 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 structure for medical and surgical supplies furnished under this solicitation separates the product price from the distribution fee. This solicitation establishes the distribution-service portion of the price in a percentage-based distributor fee.

VA has established separate from this solicitation, contracts for products and prices that will be distributed through this program. Contracts for products and prices shall include Federal Supply Schedules (FSS), VA National Contracts, Blanket Purchase Agreements (BPAs), Basic Ordering Agreements with JWOD Nonprofit Agencies, VISN and facility contracts. Open market purchases are excluded from resultant prime vendor contracts. At time of award, VA will provide successful offerors product pricing information in electronic format. During the term of the contract, VA will furnish updates to product prices as changes occur.

The needs of VA medical facilities vary greatly with regards to the kinds of distribution programs employed. The spectrum ranges from conventional distribution to integrated stockless programs. The intent of this solicitation is to provide maximum benefit and flexibility to all VA medical facilities as well as to any other Government Agencies that might wish to participate in the program at a later date.

6.1 Base Pricing Schedule. The Base Pricing Schedule is the foundation for pricing under this solicitation. The schedule is broken down by VISN and applies to Conventional and Just-In-Time 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.

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6.2 Base Distribution Fee.

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.

Offerors are not required to propose fees for all VISNs. However:

To be eligible for award consideration, offerors are required to propose base distribution fees for both Conventional and Just-in-Time distribution strategies for the base and two option periods for each proposal line item for which an offer is made.

Evaluation of fee proposals will be made on the distribution fees offered in Sections 6.5.1 and 6.5.2. Volume Incentive Discounts (Section 6.6.1) will also be considered in the evaluation of fee proposals.

All or none offers will not be considered and shall be rejected.

Proposals that do not include a distribution fee for the base period and each of the two option periods for both Conventional and Just-in-Time delivery methods for the proposal line item(s) on which an offer is made, or proposals for less than the total number of facilities covered within a proposal line item, shall be rejected. It is anticipated that a greater number of facilities will be serviced by the Conventional Method. Please refer to Attachment "A" for the list of facilities covered by each proposal line item.

6.3 Base Delivery Requirements.

6.3.1 Conventional Method:

Number of Deliveries:	3 deliveries per week (excluding weekends)
Delivery Location:	F.O.B. Destination, two receiving points
Fill-rate:	95% - core items
Time of Delivery:	Next-Scheduled Business Day
Packaging:	Bulk

6.3.2 Just-in-Time Method:

Number of Deliveries:	5 deliveries per week (excluding weekends)
Delivery Location:	F.O.B. Destination within Consignee's premises one receiving point
Fill-Rate:	98% - core items
Time of Delivery	Daily
Packaging:	Low Unit of Measure

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6.4 Base Period (20 months) Estimated Requirements. The base period estimated value requirements shown for each proposal line item represent 60% of VISN total medical/surgical purchases expressed in dollars for each proposal line item listed, and each proposal line item reflects the combined usage of all facilities within a VISN. Puerto Rico, Hawaii and Alaska are shown as separate proposal line items due to their geographic locations. Each solicitation line item represents a separate requirement for the purposes of Clause 52.216-21 “Requirements”, and requirements become solely the obligation of the Government activities identified in the awarded contract. The estimated requirements shown are not a minimum guarantee or a maximum amount that may be purchased under resultant contracts. Estimates for the base period will be used to evaluate option periods for purposes of evaluation.

Proposal Line Item #	Base (20 Months) Period Estimated Requirements	Proposal Line Item #	Base (20 Months) Period Estimated Requirements
1 (VISN 1)	\$7,044,917	13 (VISN 15)	\$9,019,650
2 (VISN 2)	\$5,166,667	14 (VISN 16)	\$16,250,000
3 (VISN 3)	\$10,000,000	15 (VISN 17)	\$14,739,862
4 (VISN 4)	\$9,757,858	16 (VISN 18)	\$16,023,110
5 (VISN 5)	\$8,036,735	17 (VISN 19)	\$8,509,585
6 (VISN 6)	\$9,092,745	18 (VISN 20-except Alaska)	\$10,468,547
7 (VISN 7)	\$17,957,143	19 (VISN 21-except Hawaii)	\$11,166,667
8 (VISN 8-except Puerto Rico)	\$18,350,323	20 (VISN 22)	\$9,550,000
9 (VISN 9)	\$10,590,000	21 VISN 23)	\$8,217,527
10 (VISN 10)	\$7,083,135	22 (Puerto Rico)	\$6,333,333
11 (VISN 11)	\$6,055,437	23 (Hawaii)	\$288,245
12 (VISN 12)	\$7,431,108	24 (Alaska)	\$207,897

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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. Offeror shall take into consideration in its offer that the majority of VA facilities will meet their payment obligations via the Government Credit Card program and that payment will be made in 15 days or less.

6.5.1 Conventional Delivery Method:

Proposal Line Item #	Base Period (1/14/05-9/13/06)	Option Period 1 (9/14/06-5/13/08)	Option Period 2 (5/14/08-1/13/10)
1 (VISN 1)			
2 (VISN 2)			
3 (VISN 3)			
4 (VISN 4)			
5 (VISN 5)			
6 (VISN 6)			
7 (VISN 7)			
8 (VISN 8-except Puerto Rico)			
9 (VISN 9)			
10 (VISN 10)			
11 (VISN 11)			
12 (VISN 12)			
13 (VISN 15)			
14 (VISN 16)			

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6.5.1 Conventional Delivery Method (Cont'd)

Proposal Line Item #	Base Period (1/14/05-9/13/06)	Option Period 1 (9/14/06-5/13/08)	Option Period 2 (5/14/08-1/13/10)
15 (VISN 17)			
16 (VISN 18)			
17 (VISN 19)			
18 (VISN 20-except Alaska)			
19 (VISN 21-except Hawaii)			
20 (VISN 22)			
21 VISN 23)			
22 (Puerto Rico)			
23 (Hawaii)			
24 (Alaska)			

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6.5.2 Just-in-Time Delivery Method:

Proposal Line Item #	Base Period (1/14/05-9/13/06)	Option Period 1 (9/14/06-5/13/08)	Option Period 2 (5/14/08-1/13/10)
1 (VISN 1)			
2 (VISN 2)			
3 (VISN 3)			
4 (VISN 4)			
5 (VISN 5)			
6 (VISN 6)			
7 (VISN 7)			
8 (VISN 8-except Puerto Rico)			
9 (VISN 9)			
10 (VISN 10)			
11 (VISN 11)			
12 (VISN 12)			
13 (VISN 15)			
14 (VISN 16)			
15 (VISN 17)			

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6.5.2 Just-In-Time Delivery Method (Cont'd):

Proposal Line Item #	Base Period (1/14/05-9/13/06)	Option Period 1 (9/14/06-5/13/08)	Option Period 2 (5/14/08-1/13/10)
16 (VISN 18)			
17 (VISN 19)			
18 (VISN 20-except Alaska)			
19 (VISN 21-except Hawaii)			
20 (VISN 22)			
21 (VISN 23)			
22 (Puerto Rico)			
23 (Hawaii)			
24 (Alaska)			

6.6 Volume Incentive Discount Schedule. The Volume Incentive Discount Schedule provides for reductions in the base distribution fee based on the estimated purchases for the base period listed in Section 6.4. The Volume Incentive Discount Schedule shall be used to adjust the Base Distribution Fee per proposal line item for all combined purchases (Conventional and JIT purchases by all MSPV accounts covered by each proposal line item) that exceed the estimated volume level specified for the base period during the term of the contract. Reductions shall take effect on the 15th day of the month following the end of the month the dollar threshold is reached. Offers that provide no volume incentive discounts will not be rejected but may affect the evaluation of fees proposed. Volume incentive discounts will be considered in the evaluation of price proposals.

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6.6.1 Percent Reduction To Base Distribution Fee:

Proposal Line Item #	Percent Reduction for Purchases Exceeding 150% of Base Period Estimates	Percent Reduction for Purchases Exceeding 175% of Base Period Estimates	Percent Reduction for Purchases Exceeding 200% of Base Period Estimates
1 (VISN 1)			
2 (VISN 2)			
3 (VISN 3)			
4 (VISN 4)			
5 (VISN 5)			
6 (VISN 6)			
7 (VISN 7)			
8 (VISN 8-except Puerto Rico)			
9 (VISN 9)			
10 (VISN 10)			
11 (VISN 11)			
12 (VISN 12)			
13 (VISN 15)			
14 (VISN 16)			
15 (VISN 17)			
16 (VISN 18)			
17 (VISN 19)			

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6.6.1 Percent Reduction To Base Distribution Fee (cont'd)

Proposal Line Item #	Percent Reduction for Purchases Exceeding 150% of Base Period Estimates	Percent Reduction for Purchases Exceeding 175% of Base Period Estimates	Percent Reduction for Purchases Exceeding 200% of Base Period Estimates
18 (VISN 20- except Alaska)			
19 (VISN 21- except Hawaii)			
20 (VISN 22)			
21 VISN 23)			
22 (Puerto Rico)			
23 (Hawaii)			
24 (Alaska)			

6.7 Value-Added Services. In addition to the base delivery requirements listed in Sections 6.3.1 and 6.3.2 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 and Just-In-Time Delivery methods. Value-added services will not be considered in the evaluation of price proposals, but 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 and Just-In-Time 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 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, and to renegotiate value-added service adjustments to base distribution fees prior to exercising any future option periods.

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6.7.1 Conventional Delivery Method:

VALUE-ADDED SERVICES	Adjustment To Conventional Base Distribution Fee. <i>(Please indicate proposed adjustment as either an increase(+) or decrease (-) to the conventional base distribution fee. Please indicate "No Change" for no adjustment to conventional base distribution fee.)</i>
One delivery per week	
Two deliveries per week	
97% fill-rate	
Additional exterior delivery sites beyond the two required by the solicitation. (Delivery sites are located within the same Government complex).	
Shelf Life Greater Than Six Months	
Bar Code Labels	
Fill/Call	
Custom Pallet Architecture	<p><i>(This adjustment should be proposed as both an adjustment to the conventional delivery method distribution fee and as a per activity flat fee.)</i></p> <p>Adjustment to Conventional Delivery:</p> <p>Fee: _____</p> <p>Flat Fee: _____</p>

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6.7.2 Just-In-Time Method:

VALUE-ADDED SERVICES	Adjustment To Just-In-Time Base Distribution Fee. <i>(Please indicate proposed adjustment as either an increase or decrease to the Just-in-Time Base Distribution Fee. Please indicate "No Change" for no adjustment to the Just-In-Time Base Distribution Fee.)</i>
Saturday Deliveries	
Sunday Deliveries	
100% Fill-Rate	
Delivery to 2-4 Floor Delivery Locations	
Delivery to 5-7 Floor Delivery Locations	
Shelf Life Greater Than Six Months	
Bar-Code Labels	
Fill/Call	
Custom Pallet Architecture	<p><i>(This adjustment should be proposed as both an adjustment to the conventional base distribution fee and as a per activity flat fee.)</i></p> <p>Adjustment to Just-In-Time Delivery : Fee: _____</p> <p>Flat Fee: _____</p>

6.8 At the discretion of facilities, delivery service levels and/or value-added services may occur by providing 15 days advance notice to the prime vendor.

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6.9 Emergency Deliveries. Emergency deliveries apply to recurring items requiring expedited delivery. Offeror shall provide a minimum of two emergency shipments for each delivery account on a monthly basis 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 do exceed the limitation. Emergency deliveries will not be considered in the evaluation of price proposals but will be evaluated for reasonableness of price. Drop shipments are authorized for emergency deliveries only. However, the Government shall not be liable for transportation charges incurred by the prime vendor for emergency deliveries caused by conditions other than acts of nature, or due to negligence on the part of the Government.

Number of emergency deliveries offered at no additional charge beyond the two monthly allowable deliveries required per facility:	Flat rate (includes transportation charges) charge 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.
_____ deliveries per week _____ deliveries per month	\$ _____

STATEMENT OF WORK.

SCOPE

7. Background. Department of Veterans Affairs Medical Centers and associated satellite clinics are required to obtain at least 60% of their medical and surgical products and related services, expressed in dollars at Section 6.4, from contracts resulting from this solicitation.

8. Objective. VA's objective is to obtain the medical and surgical products in the percentage (expressed in dollars) specified, from a single prime vendor for all facilities within each proposal line item, 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 prime vendor contracts for each solicitation line item for VA facilities in the 50 United States, the District of Columbia, the Commonwealth of Puerto Rico and future Other Government Agencies.

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8. Objective (Cont'd):

Other Government Agencies may be included in resultant contracts at a later date once a determination is made by the NAC Contracting Officer that such inclusions are within the scope of the contract, and by mutual consent of the prime vendor. Products and services on resultant contracts are for direct use by facilities and resale of products by facilities is prohibited. VA reserves the right to add or delete VA facilities during the term of the contract.

At a minimum:

The prime vendor shall possess the experience, capabilities, skills, distribution facilities, 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 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, and shall provide facilities with all their medical and surgical products identified in their product usage data that are priced by FSS, JWOD 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. The prime vendor shall expand its product database to include product suppliers for the products required by customers.

The prime vendor shall provide distribution services such as next-scheduled business day delivery, generate inventory status & other performance reports; provide emergency deliveries, provide 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 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. 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.

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8. Objective (Cont'd):

The prime vendor shall afford opportunities to Small, Small Disadvantaged, Small Women-Owned, Small Veteran-Owned, Small Service-Disabled 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.

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

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

9.2 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.

9.3 – 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.

9.4 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.

9.5 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”.

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

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

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Definitions (Cont'd):

9.8 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 14.2.

9.9 Fill/Kill – An order or a portion of an order cancelled (“killed”) due to the nonshipment 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 14.2.

9.10 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)).

9.11 Low Unit of Measure - The smallest (such as each) unit compartmentalized for a specific user. Low unit of measure should coincide with units traditionally considered the lowest saleable unit in the industry. Prices for low unit of measure deliveries shall be prorated case prices. Deliveries shall be in totes, segregated by department.

9.12 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 nonavailability 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, **shall not** be considered MBOs.

9.13 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 produced by numerous suppliers to the customer upon order.

9.14 National Item File (NIF) – The National Item File represents or reflects a complete inventory of items purchased, stored and used by every VA facility.

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Definitions (Cont'd):

9.15 Next Scheduled Delivery Day - Next scheduled delivery day is the day agreed upon by the prime vendor and the customer for delivery of products. Next scheduled delivery day does not necessarily imply that delivery will be made within 24 hours.

9.16 Non-Recurring Items – Items ordered by customers less than once per month. Non-recurring items are excluded from the fill-rate requirements.

9.17 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.

9.18 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.

9.19 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.

9.20 Recurring/Core Items – Items ordered by customers at least once per month. Recurring/core items shall be included in the fill-rate calculation.

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

9.22 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.

9.23 Veterans Integrated Services Network - Commonly referred to as "VISN". A VISN is a group of VA medical facilities within a geographic area. Currently, Department of Veterans Affairs consists of 21 VISNs, number to 23 (VISNs 13 and 14 combined to form VISN 23).

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Definitions (Cont'd):

9.24 VISN Contracting Officer Technical Representative - An authorized representative of the VANAC Contracting Officer at the VISN level acting as the liaison for each facility within the VISN and the NAC.

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

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

10.1 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:

Data Interchange Standards Association, Inc.
7600 Leesburg Pike, Suite 430
Falls Church, VA 22043-2004
Phone: (703) 970-4480, Fax: (703) 970-4488

10.2 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

10.3 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@hl7.org

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11. Stock-on-Hand. Customers 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.

12. Product Usage Data. The prime vendor shall service facilities with all their recurring and customer specified non-recurring items. 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.

12.1 Recurring/Core Items (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 priced by FSS, National Standardization, Basic Ordering Agreements with JWOD Nonprofit Agencies, VISN or local contracts. Recurring products shall count against the fill-rate.

12.2 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 priced 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.

12.3 In order to maintain the level of service 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 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.

12.4 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. The report shall be provided to each individual facility, and to each VISN COTR.

13. 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. Product substitutes shall be products established by FSS contracts, JWOD Non Profit Agencies, National Standardization, VISN and local VA contracts.

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13.1 The contractor is prohibited from automatically substituting products without first obtaining approval from the using facility. If the prime vendor cannot fill an order for a product included in the customer's 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 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 14.2.

14. Fill-Rates.

The prime vendor shall maintain daily the contractual fill-rate per delivery order and monthly fill-rate for each individual facility for the base period and for each option period exercised. Fill-rates shall be calculated daily per purchase order, for all recurring items included in the delivery order. Fill-rates shall be shown on the delivery receipt upon delivery to facilities. The monthly fill-rate shall be the average calculated by adding all the individual purchase order fill-rates and dividing by the number of orders. Failure by the prime vendor to meet the required delivery order fill-rate per facility may result in adverse contract performance evaluation, assessment of liquidated damages, termination of purchase order for default, and/or may affect exercise of option periods. Fill-rates for customers allowing backorders shall be calculated on the first release 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 recurring items shall count against the fill-rate, excepting the conditions in Section 14.2.

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

$$\frac{\text{Number of Recurring Line Items Received in Full on the Scheduled Delivery Date Per Purchase Order}}{\text{Total Number of Recurring Line Items Ordered Per Purchase Order}}$$

- The line item fill-rate shall be one of two values: 0% or 100%. No credit shall be given for partial shipments within a line item.
 - A line item shall receive a fill-rate of 100% only when the entire line item is ***correctly and completely** filled and the entire item is received on the required scheduled delivery date.
 - A line item shall receive a fill-rate of 0% when not ***correctly or completely** filled in its entirety on the required scheduled delivery date.
- *Incorrect items received by facilities shall count against the fill-rate.

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14.1 Fill-Rate Calculation (Cont'd):

An example of the purchase order fill-rate calculation is demonstrated below:
A facility places an order for three line items, quantity of ten units per line item. The prime vendor fills the order as follows:

Line 1, 10 delivered	→	Line Item 1 Fill-Rate = 100% (shipped complete)
Line 2, 5 delivered	→	Line Item 2 Fill-Rate = 0% (partial received)
<u>Line 3, 0 delivered</u>	→	<u>Line Item 3 Fill-Rate = 0% (not received)</u>
		Purchase Order Fill Rate = 33%

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

- (a) Non-recurring items (items ordered less than once a month)
Products ordered in quantities exceeding the facility's 30-day usage by more than **10%** per month.
- (b) Products ordered during the first 60 days of the base period contract performance.
- (c) New products added to the recurring item list during the first 30 days after notification by the facility.
- (d) *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 Section 9.12.

15. Delivery Orders.

15.1 Order Methods. It is VA's intention that facilities will place orders in some electronic manner as per direction of the VA. Currently the VA utilizes a combination of electronic ordering (standard EDI and web-based ordering), facsimile and telephonic ordering. The prime vendor shall possess a web-based ordering system and shall possess the capability to process EDI orders and acknowledge orders in accordance with ANSI ASC X.12 Standard, 850, 855, and 997 Transaction sets. In the event EDI 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 in a day, but orders shall be consolidated 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.

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15.2 Order Cut-Off Time. Facilities will place orders before 12:00 noon (facility local time) on the day before their next regularly-scheduled delivery.

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 the ordering facility 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.)

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. 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). The facilities will make the final decision on the format that is to be utilized.

15.6 Confirmation Content. The order confirmation shall be in identical sequence to the customer purchase order. The packing list price shall be identical to the confirmation price. 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)

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15.6 Confirmation Content (Cont'd):

- Line Item Unit of Purchase Price
- Line Item Total Cost
- Total Cost of Order
- Identification of Cancelled Items

16. Web-Based Ordering System. The prime vendor shall provide each facility within each proposal line item, 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 reports, receive order confirmations, track and/or place orders for the products covered by the MSPV program. The Web-based ordering system must show the contract prices. The account shall be password-protected and run in secure mode.

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

17.1 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 14.2. Prime vendors found to be providing incorrect information with regards to “fault” for lower fill-rates may be considered for “Termination for Cause”, non-renewal of options, and/or lower performance ratings.

17.2 Backorders. Facilities 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 Section 14.2.

18. Delivery of Products.

18.1 Delivery Time. Unless otherwise agreed between the facility and the prime vendor, deliveries shall be made between the hours of 8:00 a.m. and 12:00 noon, ordering facility local time, to the delivery point(s) specified on the order.

18.2 Delivery of Recurring/Core Products. The prime vendor shall provide **one consolidated delivery and one invoice per purchase order** for all core products ordered by facilities since the previous delivery by the required delivery date. 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 shall be delivered with the facility's regularly scheduled consolidated delivery. Facilities may reject any split shipments for core items. Split shipments on core items to facilities shall count against the fill-rate, excepting the conditions at (b) and (c) of Section 14.2.

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18.3 Delivery of Non-Recurring/Noncore Products. The delivery time 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.

19. Drop Shipments. Drop shipments increase facility administrative costs and resources. The prime vendor shall be required to maintain sufficient inventory levels for items identified in the usage data from facilities and deliver those products from such inventory to facilities on the required delivery dates. Unless approved by the customer, drop shipments directly from product suppliers to the customer are prohibited. The prime vendor shall indicate in the order confirmation any line items authorized by facilities as drop shipments. The prime vendor shall perform all billings associated with drop shipments. The prime vendor shall be responsible for transportation costs on drop shipments authorized by facilities, unless drop shipments are necessitated due to the negligence of the Government.

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. Alternate delivery dates may be specified by facilities. 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.

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.

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22. Packaging and Packing. 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.

23. Packing List. Packing lists shall be included with every shipment. The packing list must be in identical line item sequence to the purchase order placed by the ordering facility. The prime vendor 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
- Line Item Total Cost
- Total Cost of Purchase Order
- Cancelled Items
- Status of Non-Delivered Items/Quantities

24. Material 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. The prime vendor shall maintain a file of all MSDS. The contractor shall ensure that all hazardous material is labeled correctly.

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25. Invoices. The prime vendor shall perform all billings for all recurring and nonrecurring items and services performed, and shall provide facilities with a 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
- Product Supplier Product Number
- 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
- Order Subtotal Amount (exclusive of distribution fee)
- Total Order Amount

25.1 Product Price. The invoice price of the product shall be the Federal Government price established by FSS contracts, VA National Standardization Program, JWOD Nonprofit Agencies, VISN, and/or local contracts.

25.2 Prime Vendor Fee. The Prime Vendor fee shall either be embedded, or shown as a separate line item on the invoice as determined by individual facilities. Prime vendors are restricted from assessing any distribution fees for products provided under the prime vendor's Federal Supply Schedule contract.

25.3 Product Price Discrepancies. The prime vendor shall make price changes in accordance with Section 26.2. 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.

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26. Federal Government Product Prices. FSS, VA National Standardization and JWOD Nonprofit Agency product prices will be provided to prime vendors at time of award and frequently throughout each month thereafter, at the following Web Address:

<http://www.va.gov/oamm/nac/ncs/mspv.htm>

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, JWOD Nonprofit Agencies, and VA National Standardization contracts only.

Facilities are responsible for providing prime vendors prices for products awarded on VISN or local contracts. Prime vendors are responsible for keeping up-to-date with any changes reflected by the database.

26.1 Product Price Loading.

26.1.1 Upon notification by VANAC, 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 JWOD Nonprofit Organizations, and for products awarded under VA's National Standardization Program. 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. The Prime Vendor ordering system shall show the product price updates and contract (FSS, National BPA or other Federal government contract) expiration dates on the ordering screen. Prime vendor customer service representatives shall monitor contract expiration dates on usage items from facilities, and the prime vendor shall notify facilities 30 days in advance of any contract expirations affecting product usage data.

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 JWOD 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, JWOD 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.

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26.1.4 Facilities shall provide directly to the prime vendor the effective dates of approved changes on other than FSS, National Standardization, and/or JWOD 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 or is extended, 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.

27.2.1 End-of-Month Credit Reports. The prime vendor shall provide each individual facility and each VISN COTR 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.

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27.4 Short Payments. The Government will reimburse the prime vendor for any 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.

28. Availability of Products/Product Suppliers.

28.1 Upon Contract Award. Within 30 days from date of MSPV contract award, the prime vendor shall establish commercial agreements with FSS, National, VA Standardization Program, JWOD 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 30 calendar days from notification by facilities for requested products, or by the contact 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 15 calendar days from notification by the NAC (for FSS, National Standardization and/or JWOD Nonprofit Agencies) and/or VISNS or local facilities (for VISN and local contracts). The prime vendor shall service facilities with additional products within 15 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 from the many Federal Government FSS, National Standardization, JWOD Nonprofit Organizations, VISN and local Federal Government product supplier contractors. The prime vendor shall promptly inform the NAC Contracting Officer and VISN 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 required by law or regulation, or generally accepted commercial practice. Such actions may be construed by the Contracting Officer as restricting product choices and product suppliers to customers.

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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.

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
- Shipping damage, including concealed shipping damage
- Products with less than 6 months expiration/shelf-life dating remaining at time of delivery, unless otherwise authorized by the customer
- 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.

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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 inventory at no additional charge to the customer.
- b. For special order products requiring return to the manufacturer by the prime vendor, the customer will pay the fee charged by the product supplier to its customers for returned goods.

30. Product Modification Removal or Recall. The prime vendor shall be responsible for handling all recalled products in the manner listed below.

30.1 Notification. If any product distributed under this contract requires modification, is removed or recalled by the manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the prime vendor shall take the following actions:

- a. Immediately upon receipt of notice from the Federal Government product supplier, the prime vendor shall notify all customers receiving the recalled products. Notification to customers by the prime vendor shall be made no later than next-business day from receipt of manufacturer notification.

- b. Expeditiously notify the Contracting Officer, Department of Veterans Affairs National Acquisition Center, P.O. Box 76, Bldg. 37, 1st Avenue, One Block North of Cermak Road, Hines, IL 60141, either telephonically at (708) 786-5181, by Fax, #(708) 786-5221 or by electronic mail at maria.Ramirez@med.va.gov.

- c. The notification shall include the following information at a minimum:
 - (1) Complete item description and/or identification
 - (2) Contract and Purchase Order Number
 - (3) Reason for modification, removal or recall
 - (4) Disposition Instructions. If a direct recall is issued, the contractor shall include the manufacturer's disposition instructions.

30.2 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.

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31. Contract Phase-In/Contract Phase-Out.

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.
- c. Load product prices of all Federal Government contract items provided by the NAC by the contract effective date.
- d. Stock prime vendor distribution centers with 100% of the products required by the customers and at the appropriate inventory levels.
- 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.

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31.2 Contract Phase-Out. Upon contract expiration:

a. The outgoing prime vendor shall assist the newly awarded prime vendor and each VISN COTR with functions necessary for a smooth transition into the new contract.

b. 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.

c. 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 will 100% of the National Standardization products identified by facilities in their product usage data list.

32.1 National Standardization is accomplished by the following methods:

National Contracts.

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.

Basic Ordering Agreements (BOAs) with JWOD Nonprofit Organizations. BOAs with JWOD 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).

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32.2 VANAC will provide the prime vendor with product information and prices awarded on VA's National Standardization program 30 days prior to the effective date of the standardized award. The prime vendor shall have 15 calendar days after receipt of usage data from facilities, to stock, and make available the standardized products to facilities, or by the effective date of the Standardization award, whichever is later. The prime vendor shall be responsible for ensuring that all products covered by VA's National Standardization Program are available to facilities by the effective date of the award. The prime vendor shall promptly notify the NAC Contracting Officer and MSPV VISN COTRs of any difficulties that may prevent the contractor from meeting the established deadlines.

33. Distribution Center Inspection. VA will conduct inspections of prime vendor distribution centers that will be used in the performance of resultant contracts to ensure sterility and cleanliness of all med/surg delivered products in accordance with VA Handbook 7176 Standards (Attachment "E"). Inspections will be made by VA Materiel Management Assistance Staff (0492B), 810 Vermont Avenue, Washington, D.C., during the 90-day contract implementation phase. Failure to meet distribution center inspections may be justification for termination of contract for cause.

34. Customer Service. The prime vendor shall be required to provide 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 the facility to resolve contract service issues. On-site customer service requires that the prime vendor customer service/sales representative physically meet with the facility COTR and related facility personnel. Prime vendor customer service representatives shall possess a working knowledge of the terms and conditions of the MSPV contract. The VANAC Contracting Officer and VISN COTRs reserve the right to hold conference calls between VA representatives and the prime vendor to encourage communication or to resolve any contract administration issues or problems.

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35. Training.

(a) During the 90-day implementation period, the contractor shall conduct a training program at each customer's premises to properly process orders and receipts from the contractor, to access on-line contract reports, and to use the contractor's electronic catalog and ordering systems. Such training shall be conducted at no expense to the Government. The Contracting Officer Representative shall determine the number of employees that will attend the training. The prime vendor shall provide refresher training to each facility as needed. At a minimum, the training shall include:

- (1) The proper use of order entry devices
- (2) How to process receipts
- (3) How to access contractor's inventory status
- (4) How to maintain ordering system; downloading price changes and file maintenance
- (5) How to download contractually required reports, including the prime vendor's database reports described in the "Administrative Reports" clause of this solicitation.
- (6) How to access credit and rebill reports

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

(c) 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.

36. VA National Item File (NIF). It is anticipated that VA will implement a national item file system in the near 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.

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37. Universal Product Numbers (UPNs).

(a) Medical/Surgical Prime Vendors (MSPV) that receive an award under this solicitation may be required to use Universal Product Numbers (UPNs) as product identifiers and UPN 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.

(b) A UPN uniquely identifies healthcare products. It is derived from either the HIBCC-LIC or UCC/EAN bar code labeling data structures. The HIBCC-LIC format is variable in length, alpha-numeric and consists of the manufacturer LIC assigned by HIBCC, the labeler's product or catalog number, and the package level (or inventory unit) indicator. 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.

38. 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 healthcare 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). 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, B2B exchanges, and VA's proposed Core Financial and Logistics System (CoreFLS). Core FLS is an integrated software financial and logistics system program developed to track and control financial vendor payments and supply inventories.

39. Administrative Contract Reports. The prime vendor shall provide customers the raw data, reports, and scorecards (hereafter collectively referred to as "monthly reports") 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.

Monthly reports shall be provided to the VANAC Contracting Officer, VISN and facility COTRs, and VISN CLOs no later than the 15th calendar day following the end of the reporting month in electronic or other mutually agreed format. If the prime vendor provides its commercial or other government customers, other reports which are (i) not directly billable to any one customer and (ii) not specifically required in this SOW, the prime vendor shall also offer those reports to the Government under the same conditions as they are offered to commercial customers, as required by the Government.

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39.1 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. 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:

- Facility Name (e.g., VAMC Hines)
- Facility Station Number (e.g. 578)
- Facility VISN Number
- Facility-Designated Purchase Order Number
- Purchase Order Date
- Facility Required Delivery Date
- Facility-Designated Line Item Number
- Federal Gov't Product Contractor Item Number
- Federal Gov't Product Contractor Name
- Federal Gov't Product Contractor Business Size
- Federal Gov't Product Contractor Contract Number
- Product Description
- National Item File Number (when implemented)
- Universal Product Number
- Product on/not on Government Contract (binary field)
- VHA Standardized Item (binary field)
- Package Size/Unit of Measure Ordered
- Quantity Ordered
- Product on Core Item List (binary field)
- Emergency Order (binary field)
- Line Item Fulfilled by Required Delivery Date (binary field)
- Quantity Delivered on Required Delivery Date
- Date Line Item Completely Fulfilled & Delivered
- Unit Cost (excluding distribution fee)
- Line Item Total (excluding distribution fee)
- Line Item Distribution Fee (in dollars, as applicable)
- Line Item Distribution Fee (as percentage, as applicable)

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39.2 Fill-Rate Report. The fill-rate report shall include at a minimum the following fields:

- Facility Name
- Facility Station Number
- Facility VISN Number

Core Items:

- Total Number of Purchase Order Lines From Core Item List
- Number of Core Item Lines Filled at 100%
- Percentage of Core Item Lines Filled at 100%
- Number of Core Item Lines Filled at 0% Due to 10% Over usage
- Number of Core Item Lines Filled at 0% Due to Manufacturer Backorder
- Fill-Rate
- Purchase Orders:
 - Total Number of Purchase Orders
 - Number of Perfect Orders, (Orders Fulfilled at 100%)
 - Percentage of Perfect Orders to Total Orders
 - Fill-Rate

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

- Facility Name
- Station Number
- VISN Number
- National Item File Number (when implemented)
- Product Description
- Federal Government Product Contractor Contract Number
- Federal Government Product Contractor Name
- Federal Government Product Contractor Item #
- Contract Expiration Date
- Standardized Item (binary field)
- Product located in primary distribution center (binary field)
- Estimated Monthly Usage
- Actual Monthly Usage for Reporting Period
- Pre-Approved Substitute(s)
- Recommended Core List Adjustment

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39.4 Sales Report. The prime vendor shall provide a monthly report of sales for each facility by line item and by unit cost. A single aggregate sales report as identified below, shall also be provided which identifies purchases made to each facility. The aggregate report shall be a "rolling" report for a period of 13 months, (e.g., each monthly rolling purchase volume report shall include the purchase volume for the reporting period and the purchase volumes for the 12 preceding reporting periods). The aggregate report shall include at a minimum the following fields:

- Facility Name
- Facility Station Number
- Facility VISN Number
- Facility Annual Purchase Volume Estimate
- Facility Monthly Purchase Volume Estimate
- Purchase Volumes for 12 Preceding Reporting Periods (in dollars)
- Purchase Volume for Reporting Period (in dollars)
- Facility Distribution Fee (as percentage)
- Facility Distribution Fee for Reporting Period (in dollars)
- Purchase Volume for Reporting Period as a Percentage of Monthly Estimate
- Purchase Volume for 12-Month Period as a Percentage of Annual Estimate

39.5 Socio-Economic Sales Report. This report shall include at a minimum the following fields:

- Facility Name
- Facility Station Number
- Facility VISN Number
- Federal Government Product Contractor Name
- Federal Government Product Contractor Contract Number
- Federal Government Product Contractor Business Size
- Purchase Volume From Federal Gov't Product Contractor

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39.6 Credit and Rebill Report. This report shall include at a minimum the following fields:

- Facility Name
- Facility Purchase Order Number
- Purchase Order Date
- Facility Invoice Number
- Purchase Order Line Item Number
- Federal Government Product Contractor Contract Number
- National Item File Number (when implemented)
- Product Description
- Federal Government Product Contractor Name
- Contract Price
- Invoice Price
- Original Invoice Amount
- Amount of Credit/Rebill
- Reason for Credit/Rebill

39.7 Facility Service Level Report. The prime vendor shall provide a single aggregate report of the service level being provided to each facility. This report shall include at a minimum the following fields:

- Facility Name
- Facility Station Number
- Facility VISN Number
- Facility Distribution Fee (As Percentage)
- Facility Required Fill-Rate (As Percentage)
- Facility Unfilled Order Logic (e.g., Fill/Kill Or Backorder)
- Additional Value-Added Services Being Charged the Facility
- Name of Facility Contractor-Assigned Vendor Representative
- Prime Vendor Representative Daytime Phone Number
- Date of Prime Vendor Representative Most Recent Contact With Facility
COTR
- Mode of Most Recent Contact (e.g., in person, phone, e-mail, etc.)

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39.8 Distribution Center Out-of-Stock Report. The prime vendor shall provide a single aggregate “out of stock” report for each distribution center. 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). This report shall include at a minimum the following fields:

- Location Of Facility Primary Distribution Center (City, State)
- Ordering Facility Name
- Ordering Facility Station Number
- Ordering Facility VISN Number
- Facility-Designated Purchase Order Number
- Purchase Order Date
- Facility-Required Delivery Date
- Purchase Order Line Item Number
- Federal Government Product Contractor Item Number
- Federal Government Product Contractor Name
- Federal Government Product Contractor Contract Number
- Product Description
- National Item File Number (when implemented)
- Universal Product Number (if available)
- Product on/not on Government Contract (binary field)
- Package Size/Unit of Measure Ordered
- Quantity Ordered
- Product on Core Item List (binary field)
- Emergency Order by Facility (binary field)
- Line Item Filled by Expected Delivery Date (binary field)
- Quantity Delivered on Expected Delivery Date
- Date Line Item Completely Filled & Delivered
- Unit Cost (excluding distribution fee)
- Line Item Total (excluding distribution fee)
- Line Item Distribution Fee (in dollars, as applicable)
- Line Item Distribution Fee (as percentage, as applicable)
- Reason Line Item Was Not Filled Completely And On Time
- If MBO, Reason Given By Product Supplier for Backorder
- If MBO, Estimated Shipping Date to Prime Vendor By Product Supplier

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39.9 Delivery Quality Report. The prime vendor shall provide to the government a single aggregate delivery quality report for each facility. This report shall include at a minimum the following fields:

- Facility Name
- Facility Station Number
- Facility VISN Number
- Location Of Facility Primary Distribution Center (City, State)
- Driving Distance Between Facility & Primary Distribution Center (In Miles)
- Number of Monthly Regular Deliveries Made to Facility
- Number of Monthly Emergency Deliveries Made to Facility
- Number of Monthly Drop Shipments Made to Facility
- Number of Monthly Missed Deliveries
- Number of Complaints Regarding Damaged Product
- Number of Complaints Regarding Expired Product
- Number of Incorrectly Delivered Line Items

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52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)

(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. 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 Government wide 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.

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52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)

(g) Invoice. (Please refer to the deviation to the Prompt Payment Act, Clause 52.232-25, of this solicitation)

(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.

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(i) *Payment.*- (Please refer to the deviation to the Prompt Payment Act, Clause 52.232-25, of this solicitation)

(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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

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52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)**

(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. 327, *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; 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.

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(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.

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**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

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2003)**

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(AUG 2000) (Cont'd)**

(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.

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(OCT 2003)**

(a) 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 number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. 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 Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003) (Cont'd)

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (Cont'd)

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(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 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 of the FAR; 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.

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52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (Cont'd)

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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.

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES. (FEB 2002)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (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 a JWOD 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 JWOD central nonprofit agencies are:

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52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES. (FEB 2002) (Cont'd)

(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
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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 January 14, 2005, or date of award, whichever is later, through 20 months thereafter for the base period and for future options that may be 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.

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 day 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) 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.

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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 five days after the contract expires.***

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 YEARS**.

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52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (Alternate I) (OCT 1995) Note: This clause will become operational for Proposal Line Items, 1, 2, 5, 8, 10, 12, 13,21 and/or 22 only if the conditions of Paragraph 4, “Cascaded” Small Business Set-Aside, listed in Section VI, 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.

52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

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**52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
(Cont'd)**

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material <i>(If none, insert "None")</i>	Identification No.
_____	_____
_____	_____
_____	_____

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52.223-3 (Cont'd):

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

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52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Cont'd)

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

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

Funds are not presently available for performance under this contract beyond the Government's fiscal year. 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 the Government's fiscal year, 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.

52.232-25 PROMPT PAYMENT (OCT 2003) (DEVIATION APRIL 2004)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 15th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 15th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

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52.232-25 PROMPT PAYMENT (OCT 2003) (DEVIATION APRIL 2004) Cont'd)

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 15th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

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52.232-25 PROMPT PAYMENT (OCT 2003) (DEVIATION APRIL 2004) Cont'd)

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

(ix) 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 (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

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52.232-25 PROMPT PAYMENT (OCT 2003) (DEVIATION APRIL 2004) Cont'd)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

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52.232-25 PROMPT PAYMENT (OCT 2003) (DEVIATION APRIL 2004) Cont'd)

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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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.

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 carriers conveyance, at a specified delivery point where the consignees 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 consignees 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 forwarded 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.

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52.247-34 F.O.B. DESTINATION. (NOV 1991) Cont'd

(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.

52.247-35 FO.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.

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852.270-1 REPRESENTATIVES OF CONTRACTING OFFICER (APR 1984)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervise 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 the contractor.

852.270-4 COMMERCIAL ADVERTISING (NOV 1984)

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.

AS 12 RESTRICTION ON DISCLOSURE AND USE OF DATA (FEB 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."

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**AS 1531 PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE
CARD (JULY 2000)**

(a) Definitions. Government wide commercial purchase card means the uniquely numbered credit card issued by one of five contractors under GSA's SmartPay contracts, to named individual Government employees to pay for official Government purchases.

Oral task or delivery order means an order placed orally either in person or by telephone, which is paid for by Government commercial purchase card.

(b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written delivery orders may be made using the Government commercial purchase card.

(c) The Contractor shall not process a transaction for payment through the purchase card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholders account for items returned as defective or faulty.

AS 3030 LIMITATIONS ON SUBCONTRACTING

Note: This clause applies to Proposal Line Items 1, 2, 5, 8, 10, 12, 13, 21 and/or 22 if the conditions of Paragraph 4, "Cascaded" Small Business Set-Aside, listed in Section VI, are met.

(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.

**AS 3031 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.)

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AS 3031 COST RECOVERY SERVICE FEE (APPLICABLE TO OTHER GOVERNMENT AGENCIES ONLY) (Cont'd)

(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
P. O. Box 7005, Hines, IL 60141

AS 3032 LIQUIDATED DAMAGES

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, and in accordance with the fill-rate definition of this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$250.00 per order**.

(b) If the Government terminates this contract in whole or in part under the termination for clause clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor.

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(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 (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). **Note: This provision is not applicable to offers for proposal line items 1, 2, 5, 8, 10, 12, 13, 21 and/or 22, if the conditions of Paragraph 4, "Cascaded" Small Business Set-Aside, listed in Section VI are met.*

(4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

(5)(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

(6)(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.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

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X(8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
Note: This provision applies to proposals from large business concerns only. For the purpose of this solicitation, a large business concern is defined as a concern consisting of 500+ employees, inclusive of all affiliates.

 (ii) Alternate I (Oct 2001) of 52.219-9.

 (iii) Alternate II (Oct 2001) of 52.219-9.

* (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 37(a)(14)).

***(Please refer to Clause AS 3030 listed in Part II).**

**Note: This provision is applicable to offers for proposal line items 1, 2, 5, 8, 10, 12, 13, 21 and/or 22, if the conditions of Paragraph 4, "Cascaded" Small Business Set-Aside, listed in Section VI are met.*

X(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)

Note: This clause is listed in full text in this section (Part III).

 (ii) Alternate I (June 2003) of 52.219-23.

*X(11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**Note: This provision is not applicable to proposal line items 1, 2, 5, 8, 10, 12, 13, 21 and/or 22 if the conditions in Paragraph 4, "Cascaded" Small Business Set-Aside, listed in Section VI, are met.*

 (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755)

X(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

X(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

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- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (28) 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)).
- (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 1984) 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, as Amended (May 1989) (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.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(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.

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(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 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.

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**52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (JUNE 2003)**

(Note: This provision will not apply to proposals for line items 1, 2, 5, 8, 10, 12, 13, 21 and/or 22 if the conditions of Paragraph 4, "Cascaded" Small Business Set-Aside, listed in Section VI are met)

(a) Definitions. As used in this clause-

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, 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); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has 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 part 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

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**52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (JUNE 2003) (Cont'd)**

(b) *Evaluation adjustment.*

(1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except-

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

**Offeror: () Does () Does not elect to waive the price
adjustment**

Offeror Signature and Date

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DISADVANTAGED BUSINESS CONCERNS (JUNE 2003) (Cont'd)**

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART IV
CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

The following six attachments form part of this solicitation:

ATTACHMENT#	DOCUMENT DESCRIPTION
A	LIST OF FACILITIES
B	LIST OF PRODUCT CATEGORIES
C	EXPERIENCE/PAST PERFORMANCE FORM
D	SUBCONTRACTING PLAN GUIDE
E	SMALL DISADVANTAGED BUSINESS FORM
F	VA HANDBOOK 7176 (Select Portions)

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V
52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

(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. (Tailored – See Addenda to this provision)**

(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

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(f) *Late submissions, modifications, revisions, and withdrawals of offers (cont'd)*

(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.

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(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 81000

470 East L' Enfant Plaza, SW

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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDDSSP Internet site at <http://dodssp.daps.mil>.

(3) 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 \$25,000, and offers of \$25,000 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

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PART V
52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

(j) Data Universal Numbering System (DUNS) Number (cont'd):

for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent 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.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(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.

(l) *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.

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

A. Submission of Offers. Offers will be received at the following address no later than **August 5, 2004, 4:00 p.m., Central Time.** Mail packages must be clearly marked on the outside of the commercial envelope with Solicitation No. 797-NC-04-006, the name and address of the offeror, and the solicitation closing date, and time. Faxed and/or facsimile offers are not authorized.

Regular Mail:

Department of Veterans Affairs
National Acquisition Center (049A1N2PV)
P.O. Box 76
Hines, IL 60141

Overnight Mail and Handcarried Offers:

Department of Veterans Affairs
National Acquisition Center (049A1N2PV)
Bldg. #37, P.O. Box 76
First Avenue, One Block North of Cermak Road
Hines, IL 60141

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 this solicitation for any questions regarding these instructions.

B. General. Each offeror must:

- (1) Submit an original and two copies 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.

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

C. Business Proposal Content . An original and two copies 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 6.5.10, 6.5.2, 6.6.1, 6.8.1, 6.8.2 and 6.10 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”**

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 below, by the solicitation due date.

- (1) 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. (6 sets each)
- (2) Information required by Attachment “C” entitled “Experience/Past Performance” for the period July 1, 2001 through June 30, 2004 for all of offeror’s completed and current contracts having the breadth, depth and relevancy similar to the requirements of this solicitation. (3 sets each)
- (3) Financial Information. Income Statement for offeror’s last two fiscal years (3 sets)
- (4) Offeror’s Standard Commercial Return Goods Policy (3 Sets)

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

E. Oral Presentations. Oral presentations will be used to evaluate and select prime vendors on this solicitation. After receipt of offers and upon notification by the NAC Contracting Officer, Technical proposals will be presented to Department of Veterans Affairs in person by means of an oral presentation to the Source Selection Evaluation Panel (TEP). It is anticipated that presentations will take place at the Department of Veterans Affairs National Acquisition Center, Hines, Illinois.

The purpose of oral presentations and any question and answer session, as necessary, is to ascertain the offeror's understanding of 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 or revisions to the answers given during the question and answer session.

As part of its oral presentation, the offeror shall provide the following information by the solicitation closing date and time:

- (1) A list of names and position titles of 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. (6 sets each)
- (3) Six paper sets of oral presentation aids (e.g., PowerPoint slides, paper handouts) that the offeror will use for the oral presentation.

Offerors that fail to submit the information required by (1) through (3) above, by the solicitation closing date and time will be precluded from having personnel participate in the presentation, written information received after the solicitation closing date and time shall be rejected, and offerors will not be allowed to use any presentation media. Other information not required by (2) above, but submitted by the offeror with its proposal will not be considered and shall be rejected.

Submission of videotapes 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.

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

1. Oral Presentation Rules

(a) Recording The Presentation. The Government will audiotape the presentation. It is anticipated that presentations will take place at the VA National Acquisition Center, Bldg. #37, First Avenue, One Block North of Cermak Road, Hines, Illinois. Offerors are prohibited from taping or recording their own presentation. The Government will provide the offeror with a copy of the videotape of its own presentation upon request, after contract award.

(b) Exclusion of Prices/Fees. Any reference to prices and/or fees shall be excluded from Oral Presentations and any oral presentation media.

(c) Order of Presentations. The order in which offerors will make their presentations will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. 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 of their oral presentation. It is anticipated that oral presentations will be made at the VA National Acquisition Center, Hines, Illinois. 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.

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

(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 to give 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 also will be recorded.

(g) Clarification of the Oral Presentation Points. After completion of the oral presentation or allotted time limit, whichever occurs first, 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 document key points of the offeror’s presentation. Animations are prohibited (e.g., static slides only, no movement). Offerors are advised from using overly complex or colorful presentation aids. The government will provide a PowerPoint projector and a flip chart pad for the offeror’s use during the oral presentation. The offeror shall not use or submit any other media at the presentation. The offeror should mark slides in accordance with Clause, “AS12 Restrictions on Disclosure and Use of Data”, as appropriate.

(2) If presentation aids are used (e.g, PowerPoint slides, handouts) is used, the offeror shall be required to submit six paper copy sets of the presentation by the closing date of the solicitation. Immediately before the presentation, the Contracting Officer will return a set to the offeror to use during its presentation. Offerors will not be allowed to change their presentation media and information provided, after the closing date of the solicitation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)**

(h) Presentation Media (cont'd)

(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 the 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 understanding of 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/oamm/nac/ncs/mspv-download.htm).
- 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.

(b) Statement of Work (*Product Availability*) cont'd

- Provide your policies, procedures and terms & 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 six sets of its supplier and product set-up documents 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.

Fill-Rate.

- Describe your plan to meet the required contract fill-rates 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 facility covered by the proposal line item on which an offer is made, and indicate the distance from the distribution center to each facility covered by the proposal line item. ***Note: Offeror is required to provide six 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 capabilities as they relate to delivery of products to each individual facility covered by the proposal line item on which an offer is made.
- Describe your plan for providing the same level of service (e.g., customer service support, etc.) to all facilities within a proposal line item, regardless of the remoteness or size of facilities.

Quality Assurance/Control.

- 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.
- Describe your quality control program for assuring the quality of products such as programs to monitor compliance with VA regulatory standards, and environmental controls such as breakout areas and clean rooms.

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 six sets of its contingency plan in support of this element by the solicitation closing date, and to summarize written information provided during oral presentations.***

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

(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.
- Explain your procedures for electronically downloading to your systems the product prices provided by the NAC.
- Describe your process for ensuring uniform and accurate product prices for all facilities within each proposal line item on which an offer is made, 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 for 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 six 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 six sets of the information required by this element by the solicitation closing date, and to summarize written information provided during oral presentations.***

(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 all facilities within each proposal line item on which an offer is made.
- Provide your critical path or milestones plan outlining the implementation of the program. *Note: Offeror is required to provide six 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 program 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.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)**

(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.

(6) Small Disadvantaged Business (SDB) Participation. Describe the opportunities you propose to afford small disadvantaged business concerns to participate in the performance of any resultant contract. This applies to all offerors, regardless of business size. *Note: Offeror will be required to provide written information as indicated on Attachment “E”, in support of this element by the solicitation closing date, and to summarize written information provided during oral presentations:*

(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.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Indefinite Delivery, Requirements contracts resulting from this solicitation.

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 _____

PHONE NO. (____) _____ 800 NO. _____

FAX NO. (____) _____

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)**

**AS 3028 PERSONS AUTHORIZED TO NEGOTIATE AND SIGN CONTRACTS
(OCTOBER 2003)**

Offeror's negotiators should have full authority to bind the offeror to contracts with the Government. The offeror represents that the following persons are authorized to negotiate and sign contracts on its behalf in connection with this solicitation: (list names, titles, and telephone numbers of the authorized persons)

**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.

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.

**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.

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

VA National Acquisition Center
National Contract Service (049A1N2PV)
1st Avenue, One Block North of Cermak Road
Bldg. #37, P.O. Box 76
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.

852.233-70 PROTEST CONTENT (JAN 1998)

(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.

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PART V (Cont'd)
ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)**

852.233-71 ALTERNATE PROTEST PROCEDURES (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 Facilities Management, the Chief Facilities Management Officer, Office of 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.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART VI
52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)**

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 Past Performance, Technical Excellence, Socio-Economic Consideration and Small Disadvantaged Business Participation are listed in descending order of importance. 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) Past Performance

(b) 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

(c) Socio Economic Consideration

(d) Small Disadvantaged Business (SDB) Participation

(2) Price Factor: (Offer/Proposal)

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PART VI
52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

a. Order of Importance (cont'd):

Past Performance, Technical Excellence, Socio Economic Consideration and SDB, 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. 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.

c. Technical Excellence. The Government will evaluate each offeror's understanding of 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.

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PART VI
52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

d. Socio-Economic Consideration. 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.

e. Small Disadvantaged Business Participation.

- Notes: 1) *This factor applies to ALL OFFERS, except offers for proposal line items 1, 2, 5, 8, 10, 12, 13, 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) *Except for Note 1 herein, this factor applies to Small Disadvantaged Business Offerors that waived the Price Evaluation Adjustment listed In Part III, Clause 52.219-23.*

The offeror’s proposal will be evaluated for the extent of opportunities the offeror proposes to afford to small disadvantaged business concerns to participate in any resultant contract. Offers will be evaluated on the extent to which small disadvantaged business concerns are specifically identified; the extent of commitment to use SDB concerns; the complexity and variety of the work SDB concerns are to perform and the extent of participation of SDB concerns in terms of the value of the total acquisition. Offerors are required to provide the information on Attachment “E”, in support of 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 and Just-In-Time), and volume incentive discounts offered. A price (distribution fee) proposal score will be calculated for each solicitation line item proposed based on the lowest distribution fee for each distribution strategy, taking into consideration anticipated higher usage of the Conventional distribution strategy and the additional cost advantages in volume incentive discounts.

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PART VI
52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)**

2. EVALUATION OF PRICE (DISTRIBUTION FEE) PROPOSALS (cont'd)

(b) **Options.** The Government will evaluate offers for award purposes by adding the distribution fee for each of the two option periods to the distribution fee for the base period for each distribution strategy for each solicitation line item proposed. 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.

(Note: All or None Offers will not be considered and shall be rejected)

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 and Just-In-Time) 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 and Just-In-Time distribution strategies for the base period and two options shall be rejected.

(a) 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.

(b) 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, 4, 6, 7, 9, 11, 14 through 20, 23 and 24.** 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.

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52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)**

4. "Cascade" SMALL BUSINESS SET-ASIDE (cont'd)

**(b) Small Business Set-Aside (Cascaded) - Proposal Line Items
1, 2, 5, 8, 10, 12, 13, 21 and 22.**

(1) In accordance with Federal Acquisition Regulation Part 19.502, awards for solicitation line items 1, 2, 5, 8, 10, 12, 13, 21 and 22 will be made on a competitive basis as follows:

- A minimum of two offers from responsible 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 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 and responsible offers from small business concerns are not received for any of solicitation line items 1, 2, 5, 8, 10, 12, 13, 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.

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52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

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.

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(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.

"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 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.

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(b) 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 (b)(3) through (b)(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 _____.

(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.

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(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, _____ is not 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 four 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 four 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

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(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

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(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.

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(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.

(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 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. The terms "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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign 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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

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FTA Country 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.

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 (Jan 2004)*. 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:

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(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 (Jan 2004)*. 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, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA country end products.

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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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 Debarment, Suspension or Ineligibility for Award

(Executive Order 12549). (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; and

(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, or receiving stolen property; and

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
PART VII
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(MAY 2004)**

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(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.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 1 (Proposal Line Item 1)

FACILITY	FACILITY STATION #
VA Medical Center, 200 Springs Road, Bldg. #3, Bedford, MA 01730	518
VA Boston Healthcare System:	
---150 S. Huntington Avenue, Jamaica Plain, MA 02130	523
---940 Belmont Street, Brockton MA 02301	525
---1400 VFW Parkway, West Roxbury, MA 02132	525
---Rhode Island Veterans Home, 480 Metacom Ave, Bristol, RI 02809	650
VA Medical Center, 950 Campbell Avenue, West Haven, CT 06516	689
VA Medical Center, 718 Smith Rd, Manchester, NH 03104	608
VA Medical Center, Northampton/Leeds, 421 N. Main St. Leeds, MA 01053	631
VA Medical Center, 830 Chalkstone Avenue, Providence, RI 02908	650
VA Medical Center, 1 VA Center, B240 Warehouse, Togus, ME 04330	402
VA Medical Center, 215 N. Main St., White River Junction, VT 05009	405

VISN 2 (Proposal Line Item #2)

FACILITY	FACILITY STATION #
VA Medical Center, 113 Holland Avenue, Albany, NY 12208	500
VA Medical Center, 76 Veterans Avenue, Bath, NY 14810	514
VA Medical Center, 400 Fort Hill Avenue, Canandaigua, NY 14424	532
VA Medical Center, 800 Irving Avenue, Syracuse, NY 13210	670
Western New York Healthcare System:	
---222 Richmond Avenue, Batavia, NY 14020	528A4
---3495 Bailey Avenue, Buffalo, NY 14215	528

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 3 (Proposal Line Item 3)

FACILITY	FACILITY STATION #
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VA Medical Center, 130 W. Kingsbridge Road, Bronx, NY 10468	526
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VA Hudson Valley Healthcare System:

- | | |
|--|-------|
| • Castle Point, NY 12511 | 620A4 |
| • 622 Albany Post Road, Montrose, NY 10548 | 620 |

VA New Jersey Healthcare System

- | | |
|--|-------|
| • 385 Tremont Avenue, East Orange, NJ 07018 | 561 |
| • 151 Knollcroft Road, Lyons, NJ 07939 | 561A4 |
| • Outpatient Clinic, 970 Route 70, Brick, NJ 08724 | 561 |

VA New York Harbor Healthcare System:

- | | |
|---|-------|
| • 800 Poly Place, Brooklyn, NY 11209 | 527 |
| • 423 E. 23 rd Street, New York, NY 10010 | 630 |
| • 179 th St. and Linden Blvd, St. Albans, NY 11425 | 630A4 |

VA Medical Center, 79 Middleville Road, Northport, NY 11768	632
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**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 4 (Proposal Line Item 4)

FACILITY	FACILITY STATION #
VA Medical Center, 2907 Pleasant Valley Blvd., Altoona, PA 16602	503
VA Medical Center, 325 New Castle Rd, Butler, PA 16001	529
VA Medical Center, One Medical Center Drive, Clarksburg, WV 26301	540
VA Medical Center, 1400 Black Horse Hill Rd, Coatesville, PA 19320	542
VA Medical Center, 135 E. 38 Street, Erie, PA 16504	562
VA Medical Center,, 1700 S. Lincoln Avenue, Lebanon, PA 17042	595
VA Medical Center, University & Woodland Ave. Philadelphia, PA 19104	642
VA Pittsburg Healthcare System:	
<ul style="list-style-type: none"> • Progressive Care Center (Aspinwall Division), Delafield Rd, Pittsburg, PA 15260 	646A4
<ul style="list-style-type: none"> • 7180 Highland Drive, Pittsburgh, PA 15206 	646A5
<ul style="list-style-type: none"> • University Drive, Pittsburgh, PA 15240 	646
VA Medical Center, 1111 E. End Blvd., Wilkes-Barre, PA 18711	693
VA Medical Center, 1601 Kirkwood Hwy, Wilmington, DE 19805	460

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 5 (Proposal Line Item 5)

FACILITY	FACILITY STATION #
VA Maryland Healthcare System:	
• 10 N. Greene Street, Baltimore, MD 21201	512
• Bldg. #11, Perry Point, MD 21902	512A5
VA Medical Center, 510 Butler Avenue, Martinsburg, WV 25401	613
VA Medical Center, 50 Irving St. N.W. Washington, D.C. 20422	688

VISN 6 (Proposal Line Item 6)

FACILITY	FACILITY STATION #
VA Medical Center, 1100 Tunnel Road, Asheville, NC 28805	637
VA Medical Center, 200 Veterans Avenue, Beckley, WV 25801	517
VA Medical Center, 508 Fulton Street, Durham, NC 27705	558
VA Medical Center, 2300 Ramsey Street, Fayetteville, NC 28301	565
VA Medical Center, 100 Emancipation Drive, Hampton, VA 23667	590
VA Medical Center, 1201 Broad Rock Road, Richmond, VA 23249	652
VA Medical Center, 1970 Roanoke Blvd., Salem, VA 24153	658
VA Outpatient Clinic, 190 Kimel Park Drive, Winston-Salem, NC 27103	
VA Medical Center, 1601 Brenner Avenue, Salisbury, NC 28144	659
VA Community-Based Outpatient Clinic, Presbyterian Medical Plaza, 8401 Medical Plaza Drive, Suite 300, Charlotte, NC 28262	659

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 7 (Proposal Line Item 7)

FACILITY	FACILITY STATION #
VA Medical Center, 1670 Clairmont Rd, Decatur (Atlanta), GA 30033	508
VA Medical Center, Uptown Warehouse, 1 Freedom Way, Augusta, GA 30904	509
VA Medical Center, (Downtown), 800 Bailie Drive, Augusta, GA 30901	509
VA Medical Center, 700 S. 19 th Street, Birmingham, AL 35233	521
VA Central Alabama Healthcare System:	
• 215 Perry Hill Road, Montgomery, AL 36109	619
• 2400 Hospital Road, Tuskegee, AL 36083	619A4
VA Medical Center, 109 Bee Street, Charleston, SC 29401	534
Ship to: 1001 Trident St, Trident Industrial Park, Hanahan, SC 29406	
VA Medical Center, 6439 Garners Ferry Rd., Columbia, SC 29209	544
VA Medical Center, 1826 Veteran's Blvd., Dublin, GA 31021	557
VA Medical Center, 3701 Loop Rd. E, Tuscaloosa, AL 35404	679

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 8 (Proposal Line Item 8)

FACILITY	FACILITY STATION #
VA Medical Center, 1201 NW 16 th Street, Miami, FL 33125	546
VA N. Florida/S. Georgia Veterans Healthcare System:	
VA Medical Center, 1601 S.W. Archer Rd, Gainesville, FL 32608	573
<ul style="list-style-type: none"> • VA Outpatient Clinic, 551 National Healthcare Drive, Daytona Beach, FL 32114 	573BZ
<ul style="list-style-type: none"> • VA Outpatient Clinic, 1833 Blvd., Jacksonville, FL 32206 	573BY
VA Medical Center, 619 S. Marion Avenue, Lake City, FL 32025	594
<ul style="list-style-type: none"> • VA Outpatient Clinic, 1607 St. James Court, Tallahassee, FL 32308 	594BY
VA Medical Center, 10000 Bay Pines Blvd., St. Petersburg, FL 33708	516
<ul style="list-style-type: none"> • VA OPC, 3033 Winkler Ave. Ft. Meyers, FL 33916 	516BZ
VA Medical Center 13000 Bruce B. Downs Blvd., Tampa, FL 33612	673
<ul style="list-style-type: none"> • VA Outpatient Clinic, 5201 Raymond Street, Orlando, FL 32803 	673BY
VA Medical Center, 7305 N. Military Trail, West Palm Beach, FL 33410	548

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 9 (Proposal Line Item 9)

FACILITY	FACILITY STATION #
VA Medical Center, 1540 Spring Valley, Huntington, WV 25704	581
VA Medical Center, 1101 Veterans Drive, Lexington, KY 40502	596
VA Medical Center, 2250 Leestown Rd., Bdg. 12, Lexington, KY 40502	596
VA Medical Center, 800 Zorn Avenue, Louisville, KY 40206	603
VA Medical Center, 1030 Jefferson Avenue, Memphis, TN 38104	614
VA Medical Center, Sidney & Lamont St., Mountain Home, TN 37684	621
Tennessee Valley Healthcare System: .3400 Lebanon Pike, Murfreesboro, TN 37129	622
.1310 24 th Avenue S., Nashville, TN 37212	626
VA Outpatient Clinic, 9031 Cross Park Drive, Knoxville, TN 37923	

VISN 10 (Proposal Line Item 10)

FACILITY	FACILITY STATION #
VA Medical Center, 10000 Brecksville Road, Brecksville, OH 44141	541AO
VA Medical Center, (Bldg. 23) & SPD-Bldg 24) 17273 State Rt 104, Chillicothe, OH 45601	538
VA Medical Center, 3200 Vine St., Cincinnati, OH 45220	539
VA Medical Center, 10701 E. Blvd, Cleveland, OH 44106	541
VA Outpatient Clinic, 543 Taylor Avenue, Columbus, OH 43203	757
VA Medical Center, 4100 W. 3rd St. (Buildings #126 & #330), Dayton, OH 45428	552

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 11 (Proposal Line Item 11)

FACILITY	FACILITY STATION #
VA Ann Arbor Healthcare System, 2215 Fuller Street, Ann Arbor, MI 48105	506
VA Medical Center, 5500 Armstrong Road, Battle Creek, MI 49015	515
VA Illiana Healthcare System, 1900 E. Main Street, Danville, IL 61832	550
VA Medical Center, 4646 John R, Detroit, MI 48201	553
VA Medical Center, 1481 W. 10 th Street, Indianapolis, IN 46202	583
VA Northern Indiana Healthcare System:	610
----2121 Lake Avenue, Fort Wayne, IN 46805	
----1700 E. 38 th Street, Marion, IN 46953	610A4
VA Medical Center, 1500 Weiss St., Saginaw, MI 48602	655

VISN 12 (Proposal Line Item 12)

FACILITY	FACILITY STATION #
Chicago Healthcare System, 2030 W. Taylor Street, Chicago, IL 60012	537
VA Medical Center, 5 th & Roosevelt Road., (Supply Warehouse and Bldg. #4), Hines, IL 60141	578
VA Medical Center, 325 East "H" Street, Iron Mountain, MI 49801	585
VA Medical Center, 2500 Overlook Terrace, Madison, WI 53705	607
VA Medical Center, 5000 W. Nt'l Ave. (Bldg. 111), Milwaukee, WI 53295	695
VA Medical Center, 3001 Green Bay Rd, (Bldg. 138) North Chicago, IL 60064	556
VA Medical Center, 500 E. Veterans St. (Bldg. #452), Tomah, WI 54660	676

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 15 (Proposal Line Item 13)

FACILITY	FACILITY STATION #
VA Medical Center, 800 Hospital Dr, Columbia, MO 65201	543
VA Eastern Kansas Healthcare System:	
<ul style="list-style-type: none"> • 4101 S. 4th Street Trafficway (Leavenworth Campus), Leavenworth, KS 66048 	686
<ul style="list-style-type: none"> • 2200 Gage Blvd. (Topeka Campus), Topeka, KS 66622 	677
VA Medical Center, 4801 Linwood Blvd., Kansas City, MO 64128	589
VA Medical Center, 2401 West Main Street, Marion, IL 62959	609
VA Medical Center, 1500 N. Westwood Blvd., Poplar Bluff, MO 64128	647
VA Medical Center, 915 N. Grand Blvd., St. Louis, MO 63106	657
VA Medical Center, 5500 E. Kellogg, Wichita, KS 67218	452

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 16 (Proposal Line Item 14)

FACILITY	FACILITY STATION #
VA Medical Center, Alexandria, LA 713306	502
VA Medical Center, 1100 N. College Ave., Fayetteville, AR 72703	564
VA Gulf Coast Healthcare System, 400 Veterans Avenue, Biloxi, MS 39531	520
VA Medical Center, 2002 Holcombe Blvd, Houston, TX 77030	580
VA Medical Center, 1500 E. Woodrow Wilson Drive, Jackson, MS 39216	586
Central Arkansas Veterans Healthcare System:	
<ul style="list-style-type: none"> • 2200 Forts Roots Drive (NLR), Building #182, N. Little Rock, AR 72114 • 4300 W. 7th Street, (LR), Little Rock, AR 72205 	598 598
VA Medical Center, 1011 Honor Heights Dr., Muskogee, OK 74401	623
VA Medical Center, 1601 Perdido St., New Orleans, LA 70112	629
VA Medical Center, 921 NE 13 th St., Oklahoma City, OK 73104	635
VA Medical Center, 510 E. Stoner Ave., Shreveport, LA 71101	667

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 17 (Proposal Line Item 15)

FACILITY	FACILITY STATION #
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VA North Texas Healthcare System:

- 1201 E. 9th St., Bonham, TX 75418 549A4
- 4500 S. Lancaster Road, (Bldg. #44), Dallas, TX 75216 549

VA Central Texas Veterans Healthcare System:

1901 Veterans Memorial Drive, Temple, TX 76504 674

VA South Texas Veterans Healthcare System, 7400 Merton Minter Blvd,
San Antonio, TX 78229 671

VA Outpatient Clinic, 2901 Montopolis Drive, Austin, TX 78741 674Z

VA Outpatient Clinic, 300 West Rosedale Street, Fort Worth, TX 76104 761A4

VA Supply Warehouse, 3600 Memorial Blvd, Kerrville, TX 78028 671A4

Brownwood CBOC, 2600 Memorial Park Drive, Brownwood, TX 76801 674GB

Cedar Park CBOC, 701 E. Whitestone Blvd., Cedar Park, TX 78613 674GD

College Station CBOC, 1605 Rock Prairie Road, 674GC

College Station, TX 77845

Palestine Community CBOC, 3215 W. Oak Street, Palestine, TX 75801 674GA

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 18 (Proposal Line Item 16)

FACILITY	FACILITY STATION #
VA Amarillo Healthcare Sys.6010 Amarillo Blvd. W.Amarillo, TX 79106	504
VA El Paso Healthcare System, 300 N. Piedras St., El Paso, TX 79930	756
VA New Mexico Healthcare System, 1501 San Pedro Dr. SE, Albuquerque, NM 87108	501
VA N. Arizona Healthcare System, 500 N. Hwy 89, Prescott, AZ 86313	649
VA Medical Center, 650 E. Indian School Rd., Phoenix, AZ 85012	644
VA S.Arizona Healthcare System, 3601 S. 6 th Ave., Tucson, AZ 85723	678
VA W.Texas Healthcare Sys.300 Veterans Blvd., Big Spring, TX 79720	519
VA Outpatient Clinic, 6104 Ave, Q South Drive, Lubbock, TX 79412	504BY

VISN 19 (Proposal Line Item 17)

FACILITY	FACILITY STATION #
VA Medical Center, 2360 E. Pershing Blvd., Cheyenne, WY 82001	442
Eastern Colorado Healthcare Sys.,1055 Clermont St., Denver, CO 80220	554
VA Montana Healthcare System, 1892 Williams St., Fort Harrison, MT 59636	436
VA Medical Center, 2121 N. Ave., Grand Junction, CO 81501	575
VA Salt Lake City Hcare Sys., 500 Foothill Dr. Salt Lake City, UT 84148	660
VA Med.Center, 1898 Fort Rd., (Bldgs. #35 & #71), Sheridan, WY 82801	666
VA Outpatient Clinic, 1300 Fortino Blvd, Suite B, Pueblo, CO 81008	554GD

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 20 (Proposal Line Item 18)

FACILITY	FACILITY STATION #
VA Medical Center, 500 W. Fort St., Boise, ID 83702	531
VA Medical Center, 3710 SW US Veterans Hospital Road, Portland, OR 97239	648
VA Medical Center, 4 th Plain & St. Johns Rd., Vancouver, WA 98661	648
VA Roseburg Healthcare System, 913 NW Garden Valley Blvd., Roseburg, OR 97470	653
VA Puget Sound Healthcare System, 1660 S. Columbian Way, Seattle, WA 98108	663
VA Medical Center, 4815 N. Assembly St., Spokane, WA 99205	668
VA Medical Center, 77 Wainwright Drive, Walla, Walla, WA 99362	687
Southern Oregon Rehab Center & Clinics, 8495 Crater Lake, White City, OR 97503	692

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 21 (Proposal Line Item 20)

FACILITY	FACILITY STATION #
VA Central California Healthcare System, 2615 E. Clinton Avenue, Fresno, CA 93703	570
VA No. California Healthcare System, 150 Muir Road, Martinez, CA 94553	612
VA Palo Alto Healthcare System:	640
• Livermore Division, 4951 Arroyo Rd., Livermore, CA 94550	
• Menlo Park Division, 795 Willow Road, Menlo Park, CA 94025	640
• 3801 Miranda Avenue Palo Alto, CA 94304	640
VA Sierra Nevada Healthcare System, 1000 Locust St., Reno, NV 89502	654
VA Medical Center, 10535 Hospital Way, Sacramento, CA 95655	612
VA Medical Center, 4150 Clement St., San Francisco, CA 94121	662
VA Outpatient Clinic, 3605 Hospital Road, Atwater, CA 95301	570
VA Outpatient Clinic, 869 Cherry Street, Tulare, CA 93274	570
VA Outpatient Clinic, 351 Hartnell Ave, Redding, CA 96002	612
VA Outpatient Clinic, 5342 Dudley Blvd., McClellan, CA 95652	612
VA Outpatient Clinic, 2221 MLK Jr. Blvd., Oakland, CA 94612	612
VA Outpatient Clinic, 80 Great Oaks Blvd., San Jose, CA 95119	640
VA Outpatient Clinic, 3723 Engineer Lane, Seaside, CA 93933	640
VA Outpatient Clinic, 1524 McHenry Avenue, Suite 315, Modesto, CA 95350	640
VA Outpatient Clinic, 500 West Hospital Road, Stockton, CA 95231	640
VA Outpatient Clinic, 19747 Greenley Road, Sonora, CA 95370	640

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

VISN 22 (Proposal Line Item 20)

FACILITY	FACILITY STATION #
VA Loma Linda Healthcare System, 11201 Benton St., Loma Linda, CA 92357	605
VA Long Beach Healthcare System, 5901 E. 7 th St., Long Beach, CA 90822	600
VA Greater L.A. Healthcare Sys. 11301 Willshire Blvd, Los Angeles, CA 90073	691
VA So.Nevada Healthcare System, P.O. Box 360001, N. Las Vegas, NV 89036	593
VA San Diego Healthcare Sys. 3350 La Jolla Village Dr., San Diego, CA 92161	664
VA Sepulveda Amb.Care Ctr, Bldg. 200, 16111 Plumber, N. Hills, CA 90073	691A4

VISN 23 (Proposal Line Item 21)

FACILITY	FACILITY STATION #
VA Medical Center, 2101 Elm Street, Fargo, ND 58102	437
VA Black Hills Healthcare System:	
---Fort Meade Campus, 113 Comanche Road, Fort Meade, SD 57741	568
---Hot Springs Campus, 500 North 5 th Street, Hot Springs, SD 57747	568
VA Central Iowa Healthcare System:	
---Des Moines Division, 3600 30 th St., Des Moines, IA 50310	636A6
---Knoxville Div., 1515 W. Pleasant St., Knoxville, IA, 50138	636A7
VA Medical Center, 601 Hwy 6 West, Iowa City, IA 52246	584
VA Medical Center, One Veterans Drive, Minneapolis, MN 55417	618
• VA Nebraska-Western Iowa Healthcare System:	
---Omaha Division, 4101 Woolworth Avenue, Omaha, NE 68105	636
---Grand Island Div.2201 North Broadwell Ave., Grand Island, NE 68803	636A4
---Lincoln Division, 600 South 70 th St., Lincoln, NE 68510	597
VA Medical Center, 2501 W. 22 nd Street, Sioux Falls, SD 57106	438
VA Medical Center, 4801 Veterans Drive, St. Cloud, MN 56303	656

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "A"
LIST OF FACILITIES**

PUERTO RICO (Proposal Line Item 22)

FACILITY	FACILITY STATION #
VA Medical Center, One Veterans Plaza, San Juan, PR 00927	672
VA , Outpatient Clinic, Avenida De Hostos #345, State Rd #2, KM 156.2, Mayaguez, PR 00680	672BZ
VA Outpatient Clinic, Urb Ind.Reparada, Calle Principal Lote #1 Ponce, PR 00731	672BO

HAWAII (Proposal Line Item 23)

FACILITY	FACILITY STATION #
VA Pacific Island Healthcare System, 450 Patterson Rd., Honolulu, HI 96819	459
VA CBOC - Hilo, 1285 Waianuenue Ave., Suite 211, Hilo, HI 96720	459
VA PTSD Residential Rehabilitation Program-Hilo, 891 Ululani Street, Hilo, HI 96720	459
VA CBOC – Kona, 75-5995 Kuakini Highway, Suite 413, Kailua-Kona, HI 96740	459
VA CBOC – Kauai, 3367 Kuhio Highway, Suite 200, Lihue, HI 96766	459
VA CBOC – Maui, 203 Ho’ohana Street, Suite 300, Kahului, HI 96732	111
VA CBOC – Guam, US Naval Hospital, Bldg – 1, E-200, Box 7608, Agana Heights, Guam 96919	

ALASKA (Proposal Line Item 24)

FACILITY	FACILITY STATION #
Alaska VA Healthcare System, 2925 Debarr Road, Anchorage, AK 99508	463

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT “B”
MEDICAL/SURGICAL 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)

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Page 1 of 3

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "B"
MEDICAL/SURGICAL PRODUCT CATEGORIES

- **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)

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "B"
MEDICAL/SURGICAL PRODUCT CATEGORIES**

- **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.**

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "C"
EXPERIENCE/PAST PERFORMANCE**

Please provide the following information for each of your current and completed commercial and/or Federal Government contracts for the period July 1, 2001 through June 30, 2004, of comparable size, depth, breadth, relevancy and complexity to the requirements of this solicitation. This form may be duplicated.

Offeror: _____

1. Customer Name and Address:

Customer Contact Person: _____ Telephone
Number _____

E-mail Address: _____

2. Information About the Contract:

Contract Number: _____ Contract Period: _____ Payment
Terms: _____

Estimated Annual Value of Contract: _____

Number of product categories furnished: _____

Number of delivery ("ship to") locations: _____

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "C"
EXPERIENCE/PAST PERFORMANCE**

Delivery Requirements: Bulk Yes No. Multiple delivery points Yes No
Low unit of measure Yes No. If yes, number of
Internal points: _____
Number of deliveries per _____ week _____ per day

Actual monthly fill-rate performance statistics for term of contract:

Fill-Rate Calculation Methodology: _____

Order Method used by Customer:

Internet Electronic Data Interchange Telephone
 Facsimile

Description of Contract Requirements/Scope/Services:

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "C"
EXPERIENCE/PAST PERFORMANCE**

Major Manufacturer/Supplier Brands Supplied to the Customer:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please indicate the types of contract reports provided to the customer:

Note: VA reserves the right to verify information provided or to request additional information.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "D"
SUBCONTRACTING PLAN FORMAT**

DEPARTMENT OF VETERANS AFFAIRS
OFFICE OF SMALL AND DISADVANTAGED BUSINESS UTILIZATION (00SB)

SUBCONTRACTING PLAN OUTLINE

COMPANY NAME:

ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

DATE PLAN SUBMITTED:

TYPE OF PLAN (CHECK ONE)

- COMMERCIAL PLAN
 INDIVIDUAL CONTRACT PLAN
 MASTER PLAN

PERFORMANCE PERIOD: _____
PERFORMANCE PERIOD: _____
PERFORMANCE PERIOD: _____

(For Gov't use only):
FACILITY NAME _____
DESCRIPTION OF REQUIREMENT _____
CONTRACT NUMBER: _____ SOLICITATION NUMBER: _____
CONTRACTING OFFICER: _____
DATE PLAN APPROVED: _____
TOTAL CONTRACT VALUE: _____
1ST OPTION DOLLARS: \$ _____ 2ND OPTION DOLLARS: \$ _____

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT “D”
SUBCONTRACTING PLAN FORMAT**

1 - 2. **GOALS** - Please state separate dollar and percentage goals for Small, Small Disadvantaged, Women-Owned, Historically Underutilized Business Zone (HUB Zone), Service disabled and Veteran-Owned small business concerns and Other Than Small Business as subcontractors, for the base year and each option year, as specified in FAR 19.704 (breakout and append option years goals if applicable) or project annual subcontracting base and goals under commercial plans.

NOTE: THE GOALS LISTED BELOW ARE THE STATUTORY MINIMUM GOALS.

	<u>DOLLARS</u>	<u>PERCENT</u>
Total Contract Price		
Total to be Subcontracted		100
Subcontract to Small Business		23
Subcontract to Small Disadvantaged Business		5
Subcontract to Women-Owned Small Business		5
Subcontract to HUB Zone Small Businesses		3
Subcontract to Service disabled Veteran-Owned Small business		3
Subcontract to Veteran-Owned Small Business		7

Goals in individual plans for multiyear contracts, or contracts with options to extend the period of performance, may be established for a period less than the full term of the contract (including options) when it is impractical to establish goals for the full term. However, the plan must include a schedule for establishing goals for the balance of the term of the contract and must establish separate goals for each option.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "D"
SUBCONTRACTING PLAN FORMAT**

PLEASE ENTER THE INFORMATION LISTED BELOW:

- ❖ Total dollars to be subcontracted:

\$ _____

- ❖ Total dollars to be subcontracted to small business (S/B):

\$ _____ %

- ❖ Total dollars to be subcontracted to small disadvantaged business (SDB):

\$ _____ %

- ❖ Total dollars to be subcontracted to women-owned small business (WOB):

\$ _____ %

- ❖ Total dollars to be subcontracted to HUB Zone small business concerns:

\$ _____ %

- ❖ Total dollars to be subcontracted to Service disabled Veteran-owned small business (SDVOB):

\$ _____ %

- ❖ Total dollars to be subcontracted to Veteran-owned small business (VOB):

\$ _____ %

- ❖ Total dollars to be subcontracted to Large Business:

\$ _____ %

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "D"
SUBCONTRACTING PLAN FORMAT**

6. Please provide a statement as to whether or not the offeror has included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small businesses.

7. Please provide the name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual.

SUBCONTRACTING PLAN ADMINISTRATOR

NAME:

TITLE:

ADDRESS:

CITY: _____ STATE: _____ ZIPCODE: _____

TELEPHONE: _____ E-MAIL: _____

DUTIES: Please describe the duties of the Plan Administrator:

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "D"
SUBCONTRACTING PLAN FORMAT**

8. EQUITABLE OPPORTUNITY - Describe efforts the offeror will make to ensure that small, small disadvantaged, women-owned, HUB Zones, service disabled and veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts.

9. FLOW DOWN CLAUSE - The contractor agrees to include the provision under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns that received subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan".

YES

NO

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "D"
SUBCONTRACTING PLAN FORMAT**

10. REPORTING AND COOPERATION

Does the contractor give assurance that they will?

(1) Cooperate in any studies or surveys that may be required;

YES

NO

(2) Submit periodic reports which show compliance with the subcontracting plan;

YES

NO

(3) Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, "ADP Participation Report". When reporting the SF 294, remember this report is a cumulative report, since inception of the contract. Submit SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms

(4) YES

NO

(4) Ensures that subcontractors will agree to submit SF 294 and 295.

YES

NO

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT “D”
SUBCONTRACTING PLAN FORMAT**

<u>REPORTING PERIOD</u>	<u>REPORT DUE</u>	<u>DATE DUE</u>	<u>SEND REPORTS TO</u>
APRIL 1 – SEPTEMBER 30	SF 294 OF 312	OCTOBER 30	<p>CONTRACTING OFFICER/SMALL BUSINESS TECHNICAL ADVISOR</p> <p>DIRECTOR OFFICE OF SMALL & DISADVANTAGED BUSINESS UTILIZATION (00SB) DEPARTMENT OF VETERANS AFFAIRS 810 VERMONT AVENUE, NW WASHINGTON, DC 20420</p> <p>SBA COMMERCIAL MARKET REPRESENTATIVE</p>
OCTOBER 1 - MARCH 31	SF 294 OF 312	APRIL 30	<p>CONTRACTING OFFICER/SMALL BUSINESS TECHNICAL ADVISOR</p> <p>DIRECTOR OFFICE OF SMALL & DISADVANTAGED BUSINESS UTILIZATION (00SB) DEPARTMENT OF VETERANS AFFAIRS 810 VERMONT AVENUE, NW WASHINGTON, DC 20420</p> <p>SBA COMMERCIAL MARKET REPRESENTATIVE</p>
OCTOBER 1 – SEPTEMBER 30	SF 295	OCTOBER 30	<p>CONTRACTING OFFICER/SMALL BUSINESS TECHNICAL ADVISOR</p> <p>DIRECTOR OFFICE OF SMALL & DISADVANTAGED BUSINESS UTILIZATION (00SB) DEPARTMENT OF VETERANS AFFAIRS 810 VERMONT AVENUE, NW WASHINGTON, DC 20420</p> <p>SBA COMMERCIAL MARKET REPRESENTATIVE</p>

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT “D”
SUBCONTRACTING PLAN FORMAT**

NOTE: IF A PRIME CONTRACTOR/SUBCONTRACTOR IS PERFORMING WORK FOR MORE THAN ONE FEDERAL AGENCY, A SEPARATE REPORT SHALL BE SUBMITTED TO EACH AGENCY COVERING ONLY THAT AGENCY’S CONTRACTS, PROVIDED AT LEAST ONE OF THAT AGENCY’S CONTRACTS IS OVER \$500,000 (\$1,000,000 FOR CONSTRUCTION OF A PUBLIC FACILITY) AND CONTAINS A SUBCONTRACTING PLAN.

11. RECORDKEEPING – PLEASE LIST THE TYPES OF RECORDS YOU WILL MAINTAIN

The contractor must maintain and describe in the plan the type of records necessary to document the methods by which it intends to meet the goals and carry out the requirements of the plan. The records must be (include: training programs, incentive awards) and to monitor activities to evaluate compliance:

Please list the source (e.g., Dynamic Small Business Search System or Business Partner Network www.bpn.gov) (DoD’s Central Contractor Registration System) guides and other data that identifies small, small disadvantaged, women-owned, HUBZone service-disabled and veteran-owned small business concerns:

Please list the organizations have you contacted in an attempt to locate sources that are small, small disadvantaged, women-owned, HUBZone, service-disabled and veteran-owned small business concerns:

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "D"
SUBCONTRACTING PLAN FORMAT**

Please describe the steps the contractor plans to take to ensure that a good faith effort will be made to achieve the Small business, small disadvantaged business, women-owned business, HUB Zones, service disabled and veteran-owned small business concerns subcontracting goals. These steps, negotiated with the contracting officer, should be detailed in the plan. If undertaken, they will demonstrate the "good faith effort" necessary to avoid the imposition of liquidated damages in the event that the subcontracting goals are not achieved.

SIGNATURES REQUIRED

PRIME CONTRACTOR SUBCONTRACTING PLAN:

SIGNATURE:

TYPED NAME:

COMPANY NAME:

TITLE:

DATE:

PLAN APPROVED BY CONTRACTING OFFICER:

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____ TELEPHONE NUMBER: _____

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "E"
SMALL DISADVANTAGED BUSINESS PARTICIPATION**

The Government will evaluate the extent of participation of small disadvantaged business concerns in the performance of resultant contracts based on the information provided below:

- _____ Target expressed as dollars, of total contract value for NAICS Code 42345
- _____ Target expressed as percent, of total contract value for NAICS Code 42345
- _____ Total target for SDB participation by the offeror, including joint venture partners and team members.
- _____ Total target for SDB participation by subcontractors.

The offeror shall list the participation of SDB concerns by name and address, and offeror shall briefly describe the work to be performed. (Form may be duplicated):

SDB Name and Address

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "F"
VA HANDBOOK 7176 (Excerpt)**

VA HANDBOOK 7176 (AUGUST 16, 2002)

PART 9. DISTRIBUTION

1. 901 INTRODUCTION TO DISTRIBUTION. The medical and surgical supplies inventory for the medical center must be managed in a centralized distribution area. The distribution area of SPD performs a major role in not only getting the correct supplies and equipment to users but also in assuring that these supplies are in the correct quantity, quality, location, and condition for use. This allows clinical staff to spend their time on patient care needs. It also allows large volume purchases and fewer orders to process, which saves the medical center time and resources.

a. One of the most visible ways to maintain an aseptic environment is to wear the proper attire. Wearing proper attire helps protect the supplies from outside contaminants that street clothes may bring in. The clean/sterile storage area should be divided into two sections: one section for clean/sterile supplies used on wards and treatment areas of the medical center, and one section for the surgical case carts and/or supplies that will be used in the operating suite. The attire for the case cart section is the scrub suit, the same worn in the preparation room, and hair covering. The attire for the other section of the clean/sterile storage room is white pants and a blue smock. If it is necessary for staff wearing the white pants and blue smock to enter the case cart section, they must put on a cover gown and hair covering. Medical center personnel entering the clean/sterile storage area wearing other clothing must wear a cover gown. SPD staff wearing scrubs, who work in the case cart area, must wear a lab coat or cover gown when leaving the case cart or preparation area. In every possible way, SPD's first concern is to follow procedures and techniques to prevent the spread of infection.

b. Cosmetics, drinks, and food in SPD are prohibited. Such items may spill, causing contamination, or spoil, encouraging microorganism population growth and endangering valuable medical supplies.

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**MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT "F"
VA HANDBOOK 7176 (Excerpt)**

c. Items are sent to the user areas via closed carts, exchange carts, covered carts, dumb waiters, and pneumatic tubes or are hand-carried in impervious bays or containers. All *stat items* are hand-carried to ensure that these items are delivered promptly to the area in the critical time of need. Care must be taken to ensure the sterility of medical supplies and equipment when transporting these items to delivery points throughout the medical center. Covers must be impervious and completely surround the cart, bin, or item.

PART 10. SPD INVENTORY

1003 Environmental Control of Storage Areas

a. Sterile/nonsterile supply storage areas will be kept clean and uncluttered. The lower shelves in storage areas will be solid and will have at least eight inches of space between the floor and bottom shelf to allow for proper cleaning under the shelving unit. This space will allow access for cleaning to avoid contamination of medical supplies. Top shelves and contents will be arranged 18 inches from fire detecting or extinguishing systems that are installed in or suspended from the ceiling. Shelving must be at least two inches from outside walls to avoid condensation and contamination of supplies. Shelving must be kept clean and dry. Storage areas must be kept free of dust, dirt, moisture, insects, rodents, and other vermin.

b. Supplies must be stored so as not to crush, bend, compress, or puncture the packaging or otherwise compromise the sterility of the contents.

c. Medical and surgical supplies will not be stored next to or under sinks or ice machines, under exposed sewer or water pipes, or in any location where they can become wet or compromised.

d. Supplies will not be stored directly on the floor, on windowsills, or in areas other than designated shelving, counters, or carts.

MEDICAL/SURGICAL PRIME VENDOR PROGRAM
ATTACHMENT “F”
VA HANDBOOK 7176 (Excerpt)

e. Exterior shipping cartons and corrugated boxes will be removed prior to material entering SPD or designated using unit storage areas. Shipping cartons or corrugated boxes will not be used as dispenser bins or storage containers.

f. Sterile items must be stored in carefully controlled conditions that are protective of extremes in temperature and humidity. Temperatures must be maintained between 65 and 72 degrees Fahrenheit, and humidity will be maintained between 35 and 75 percent.

g. Sterile storage areas must remain locked and must have carefully controlled traffic patterns with limited access.

1004 Additional Storage Locations. Storing, handling, and distributing products are vital parts of the patient care function. In addition to the clean/sterile storage area, SPD supplies and equipment are stored in areas including breakout and bulk.

a. Breakout. Purchased medical supplies are received into SPD in a breakout area. In the breakout area, supplies are removed from their outer shipping containers and corrugated boxes before being admitted into the clean/sterile storage area. Proper separation of clean and dirty must always be maintained. Environmental controls are not the only factors that ensure high-quality supplies. As supplies are received in the breakout area of SPD, shipping containers are inspected to ensure that no damage has been done during transport.

b. Bulk Storage. This is an area where excess items are stored until space is available in the clean/sterile storage areas. No broken shipping containers will be left in this area. In addition, no dispensing of supplies will be done from this area. This area will not be used for excess items no longer needed in the medical center.