

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
 PAGES OF PAGES  
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2. AMENDMENT/MODIFICATION NO. ONE  
 3. EFFECTIVE DATE July 22, 2004  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 (X) 9A. AMENDMENT OF SOLICITATION NO. 797-NC-04-006  
 X 9B. DATED (SEE ITEM 11) JUNE 25, 2004, DUE: 8/5/04  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 10B. DATED (SEE ITEM 13)  
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**MEDICAL/SURGICAL PRIME VENDOR PROGRAM**

The solicitation is amended as follows:

Page 2 - Delete and substitute with the attached revised Page 2.  
 Reason: Transition of Puerto Rico to the mandatory program after the MSPV program is effected.

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

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

**Solicitation 797-NC-04-006**  
**Amendment No. 1**  
**Page 2 of 8**

**Page 5** – Delete and substitute with the attached revised page 5  
Reason: Revision shows change in bold.

**Pages 9 and 10, "Volume Incentive Discount Schedule"** - Delete Sections 6.6 and 6.6.1. Reason: Volume Incentive Discounts deleted from the solicitation. Volume Incentive Discount requirements stated elsewhere in the solicitation are deleted.

**Page 21, Delete and substitute with the attached.**

**Page 22, "Fill-rate Calculation Exclusions"** - Delete Section 14.2(a) and substitute with the following:

- (a) Non-recurring items (items ordered less than once a month)
- (b) Products ordered in quantities exceeding the facility's 30-day usage by more than 10% per month.

**Page 30, Section 28 "Availability of Products/Product Suppliers."** - Delete Subsection 28.2 and substitute with the following:

28.2 After Contract Award. After contract award, the prime vendor shall be required to establish commercial agreements with new product suppliers within **30** calendar days from notification by the NAC (for FSS, National Standardization and/or 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.

**Page 32, Section 29.6 "Customer Error Returns"** – Delete Paragraph a. and substitute with the following:

- a. For returned products stocked by the prime vendor, the products shall be returned to the prime vendor in accordance with standard commercial practice.

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**Page 68, Clause AS 3032 “Liquidated Damages”** - Delete Paragraph (a) and substitute with the following:

(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. Liquidated damages shall be assessed on the 15<sup>th</sup> calendar day following the end of the month in which substandard contract performance occurred.

**Page 83, Section C “Business Proposal Content”** – Delete Paragraph (2) and substitute with the following:

(2) Sections 6.5.1, 6.5.2, 6.7.1, 6.7.2 and 6.9 of Part I of this Solicitation completed by the offeror.

**Attachment “A”, List of Facilities, Pages 1 and 4 of 16** – Delete and substitute with the attached revised Pages 1 and 4.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM  
PART I  
CONTINUATION OF STANDARD FORM 1449**

**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. Estimated values shown in Section 6.4 for the below VISNs or facilities are based on 20-month requirements. Offerors are advised that the estimated values for the below VISNs or facilities will be based on their actual performance period.

<b>Solicitation Line Item</b>	<b>Implementation Period</b>	<b>Contract Performance</b>
#8 (Miami, Florida ONLY)	November 17, 2004 – February 17, 2005	February 18, 2005– September 13, 2006
#22 (Puerto Rico)	October 14, 2005 – January 14, 2006	January 15, 2006 – 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.

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM  
PART I  
CONTINUATION OF STANDARD FORM 1449**

**6.4 Base Period (20 months) Estimated Requirements.** The base period estimated value requirements shown for each proposal line item represent **approximately** 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 Est. Requirements	Proposal Line Item #	Base (20 Months) Period Estimated Requirements
<b>1</b> (VISN 1)	\$7,044,917	<b>13</b> (VISN 15)	\$9,019,650
<b>2</b> (VISN 2)	\$5,166,667	<b>14</b> (VISN 16)	\$16,250,000
<b>3</b> (VISN 3)	\$10,000,000	<b>15</b> (VISN 17)	\$14,739,862
<b>4</b> (VISN 4)	\$9,757,858	<b>16</b> (VISN 18)	\$16,023,110
<b>5</b> (VISN 5)	\$8,036,735	<b>17</b> (VISN 19)	\$8,509,585
<b>6</b> (VISN 6)	\$9,092,745	<b>18</b> (VISN 20-except Alaska)	\$10,468,547
<b>7</b> (VISN 7)	\$17,957,143	<b>19</b> (VISN 21-except Hawaii)	\$11,166,667
<b>8</b> (VISN 8-except Puerto Rico)	\$18,350,323	<b>20</b> (VISN 22)	\$9,550,000
<b>9</b> (VISN 9)	\$10,590,000	<b>21</b> VISN 23)	\$8,217,527
<b>10</b> (VISN 10)	\$7,083,135	<b>22</b> (Puerto Rico)	\$6,333,333
<b>11</b> (VISN 11)	\$6,055,437	<b>23</b> (Hawaii)	\$288,245
<b>12</b> (VISN 12)	\$7,431,108	<b>24</b> (Alaska)	\$207,897

**MEDICAL/SURGICAL PRIME VENDOR PROGRAM  
PART I  
CONTINUATION OF STANDARD FORM 1449**

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. 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.

<b>MEDICAL/SURGICAL PRIME VENDOR PROGRAM</b> <b>ATTACHMENT "A"</b> <b>LIST OF FACILITIES</b>
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<b>VISN 1 (Proposal Line Item 1)</b>	<b>FACILITY</b>	<b>FACILITY STATION #</b>
	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

<b>VISN 2 (Proposal Line Item #2)</b>	<b>FACILITY</b>	<b>FACILITY STATION #</b>
	VA Medical Center, 113 Holland Avenue, Albany, NY 12208	528A8
	VA Medical Center, 76 Veterans Avenue, Bath, NY 14810	528A6
	VA Medical Center, 400 Fort Hill Avenue, Canandaigua, NY 14424	528A5
	VA Medical Center, 800 Irving Avenue, Syracuse, NY 13210	528A7
	Western New York Healthcare System:	
	---222 Richmond Avenue, Batavia, NY 14020	528A4
	---3495 Bailey Avenue, Buffalo, NY 14215	528

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

**VISN 5** (Proposal Line Item 5)

<b>FACILITY</b>	<b>FACILITY STATION #</b>
VA Maryland Healthcare System:	
• 10 N. Greene Street, Baltimore, MD 21201	512 512A5
• Bldg. #11, Perry Point, MD 21902	
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)

<b>FACILITY</b>	<b>FACILITY STATION #</b>
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 Outpatient Clinic, 1824 Hillandale Road, Durham, NC 27705	558
VA Community-Based Outpatient Clinic, 301 Sunny Brook Rd, Raleigh, NC	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

**Solicitation RFP-797-04-006**

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**(Revised – Amendment No. 1 dated July 22, 2004)**