# SECTION B - CONTRACT ADMINISTRATION / INVOICE INSTRUCTIONS

## B.1CONTRACT ADMINISTRATION:

1. All contract administration will be handled by the following individuals:

CONTRACTOR:

**TBD**

GOVERNMENT:

**Contracting Offer 36C10G**

**Sharon Redman, Contracting Officer**

Sharon.Redman@va.gov

**Contract Specialist 36C10G**

**Glenn L. Burton Jr, Contract Specialist**

Glenn.Burtonjr@va.gov

Strategic Acquisition Center (SAC)

Department of Veteran Affairs

10300 Spotsylvania Avenue, Suite 400

Fredericksburg, VA 22408

Program Manager –TBD

Contracting Officer Representative - TBD

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—System for Award Management.

3. INVOICES: Payments shall be made monthly in arrears upon receipt of a properly prepared invoice.

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Request.

5. FSC MANDATORY ELECTRONIC INVOICE SUBMISSION: Contractors are required to submit payment requests in electronic form in accordance with the submission instructions below.

TUNGSTEN ELECTRONIC INVOICE SUBMISSION

FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL

FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

**Contracting POC: TBD**

**COR (Contracting Officers Representative): TBD**

**Contract/Task Order Number: TBD**

**Purchase Order Number: TBD**

1. VENDOR ELECTRONIC INVOICE SUBMISSION METHODS:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

• VA’s Electronic invoice presentment and payment system-The FSC uses a third party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please see Tungsten contact information below to begin submitting electronic invoices, free of charge.

• A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

• The X12 EDI Web site (<http://www.s12.org>).

1. VENDOR E-INVOICE SET UP INFORMATION:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center (FSC) in Austin, TX for payment processing. If you have questions about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below.

1. Tungsten e-Invoice Setup Information: 1-877-489-6135

2. Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com

3. FSC e-Invoice Contact Information: 1-877-353-9791

4. FSC e-invoice email: vafsccshd@va.gov

See https://www.fsc.va.gov/einvoice.asp for more information

 ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

|  |  |
| --- | --- |
| AMENDMENT NO | DATE |
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|  |  |

B.2 SAC 18-01– SAC SERVICE LEVEL AGREEMENT FEE AND SUBMISSION OF QUARTERLY SALES REPORTS; CONTRACT ACTIONS OPEN MARKET (JAN 2016)

1. **Service Level Agreement Fee.**

The Service Level Agreement (SLA) fee is established by the Supply Fund Board and is provided as a means of reimbursement for customary acquisition-related services necessary to obtain contractor services and/or supplies as required. The SLA is reimbursed to the SAC based on rates established by the supply fund board and are recouped based on a percentage of total quarterly sales. The Supply Fund Board may change the percentage at any time, but typically not more than once per year. Upon a change in the SLA, the Contracting Officer (CO) shall issue a unilateral modification to apply the change to CLIN prices based upon the SLA rate change. The SAC will provide reasonable notice prior to the effective date of the change.

In order to facilitate SLA reimbursement, offerors must include (imbed) the SLA fee into their prices; therefore, the fee will be reflected in the total amount charged and transparent to ordering activities.

**The current SLA which applies to this contract action is 3.0 %**. This SLA Fee shall be imbedded in the awarded contract/agreement price(s), and offers submitted in response to this solicitation shall include this SLA Fee in the price of every line item offered.

The SLA Fee payments applicable to this contract action are in addition to and separate from any applicable Industrial Fund Fee (IFF) payments.  Contractors shall separately remit GWAC IFF payments due as a result of the Contractor’s Federal Supply Schedule contract(s).

**NOTE:** In remitting IFF payments, contractors shall exclude the SAC’s SLA fee in calculating total sales.

1. **Quarterly Sales Reports.**

The Contractor shall report all contract sales under this contract and submit collected SLAs as follows:

1. The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales made under this contract by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31).  Reported sales must include all sales made to all authorized contract or agreement users, whether shipped directly to the users or through Prime Vendor contractors.  The report shall reflect sales by contract line item and shall segment sales by the Department of Veterans Affairs (VA) and Other Government Agencies (OGA).  The reported contract sales shall include the SLA Fee and each quarterly report shall show the total SLA Fee amount collected on the reported sales.  The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor’s established commercial accounting practice. The Contractor shall consistently use only one of the following acceptable points at which sales may be reported-—
	1. Receipt of order;
	2. Shipment or delivery, as applicable;
	3. Issuance of an invoice; or
	4. Payment.
2. Sales under this contract/agreement shall be reported to the SAC within 60 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including “zero” sales, through physical completion of the last outstanding order of the contract/agreement.
3. The sales report signed by an authorized representative of the contractor shall be emailed to the appropriate individual(s) listed in the terms and conditions of the contract or agreement.
4. **SLA Remittance**

The Contractor shall remit the SLA fee to the SAC in U.S. dollars within 60 calendar days after the end of the reporting quarter and final payment shall be remitted within 60 days after physical completion of the last outstanding task order or delivery order of the contract.

The SLA Fee amount collected and due shall be paid electronically. To ensure that the payment is credited properly, the contractor shall electronically transmit the SLA fee at pay.gov (VA Strategic Acquisition Center (SAC)); specific instructions shall be provided when the contract action resulting from this solicitation is awarded (i.e. post-award/BPA issuance conference and/or post-award letter when used in lieu of a conference.

The Government reserves the right to inspect without further notice, such records of the Contractor as pertinent to sales under any contract or agreements resulting from this solicitation.  Failure to remit the full amount of the SLA within 60 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of Federal Acquisition Regulation (FAR) Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the SLA, the Government shall have, in addition to the rights and remedies described in this clause, all other rights and remedies permitted by Federal law and statutes.

(End of Clause)

## B.3  LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-27 Notice of Service Disabled Veteran-Owned Small Business Set-Aside Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist inassessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## B.4 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

 This solicitation includes VAAR 852.219-10 VA Notice of Total Service Disabled Veteran Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.