SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 62

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE2D2-26-R-0007

6. SOLICITATION ISSUE DATE: 06/09/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Henry Shelly

b. TELEPHONE NUMBER *(No collect calls)*: 267-453-0756

8. OFFER DUE DATE/ LOCAL TIME: 07/09/2026 3:00PM EST

9. ISSUED BY CODE SPE2D2

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8 (A)

NAICS: 325412

SIZE STANDARD: 1300

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

DLA AND VA PHARMACEUTICAL PRIME VENDORS
SEE APPENDIX A

16. ADMINISTERED BY CODE

SAME AS BLOCK 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

DLA PHARMACEUTICAL PRIME VENDORS
VA PHARMACEUTICAL PRIME VENDORS

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Attached Schedule of Supplies on Page 5 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. 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

[ ] 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

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CONTINUATION OF SF 1449

Block 9, Issued By: Submission Instructions

› Submit offers "electronically" at the Defense Logistics Agency Internet Bid Board System (DIBBS) https://www.dibbs.bsm.dla.mil/

› Instructions

- Vendors are required to register for DIBBS prior to submission of any offer.
- Registration assistance and guidelines may be found at: https://www.dibbs.bsm.dla.mil/refs/help/Registration/RegistrationGuidelines.aspx
- When registered, the vendor may submit an offer in response to a solicitation found on the RFP search screen by selecting the "Offer" icon. The button will only be selectable for vendors who are logged onto DIBBS. If not logged in yet, DIBBS will take you to the log in screen.
    - Solicitation Number: **SPE2D2-26-R-0007**
    - Opening/Closing Date and Time**: June 09, 2026, to July 09, 2026, 3:00PM EST**.
- Upload a completed offer and all associated documents. The SF 1449 must be signed and the offer completed in its entirety in accordance with the solicitation requirements. Do not select "submit" until all associated documents are added. No data will be saved unless the offer is submitted. Once submitted, documents may be added, but not removed. No documents may be submitted after the closing date on **June 09, 2026, to July 09, 2026, 3:00PM EST.**
- If the ability to upload proposals is unavailable for any reason, this does not constitute an acceptable reason for a late offer.
    - CAUTION – Late submissions, modifications, revisions, and withdrawals of offers: See Section L, Provision No. 52.212-1(c) (Page 31 of the solicitation).
- The instructions to upload a solicitation and associated documents can be found at: https://www.dla.mil/Portals/104/Documents/InformationOperations/EBS%20Supplier%20Information/Upload%20Proposal%20DIBBS%20Help_1.docx?ver=2020-04-23-150759-460

(Please contact Henry.Shelly@dla.mil with any questions or technical issues related to DIBBS submission of offers for this solicitation.)

Block 17a: Contractor/Offeror

› Offeror's assigned Unique Entity Identifier Number**:**_____

(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see FAR 52.204-7(b)(1)(i) for information on establishing a unique entity identifier)

› Offeror's assigned Contractor and Government Entity (CAGE) Code:_____

Block 17b: Remittance Address

(if different from Contractor/Offeror address in block 17a of the SF 1449.)

_____
_____
_____

Blocks 19-22:
Item No., Schedule of Supplies/Services, Quantity, Unit:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Fingolimod 0.5 MG Capsules – 30 Count Bottle* National Drug Code (NDC) ____-___-____				
0001AA	Base Year	6,643	**BTL		
0001AB	Option Year 1	6,643	BTL		
0001AC	Option Year 2	6,643	BTL		
0001AD	Option Year 3	6,643	BTL		
0001AE	Option Year 4	6,643	BTL		
	*** Package size is unit of use and is subject to Statement of Work – "Preparation for Delivery" requirement.** ****BTL = ONE BOTTLE** **- The quantities specified in the Schedule are estimates only. Reference FAR 52.216-21 Requirements for details.**				

CAUTION NOTICE

1. **Offerors are required to submit offers via the Defense Logistics Agency Internet Bid Board System (DIBBS).**
   See page 4: Submission Instructions for link to DIBBS. Upload of offer to DIBBS is the only authorized method of proposal submittal. Offers submitted by email, postal mail, or physical delivery ARE NOT AUTHORIZED.

2. **Subcontracting Plan**
   Pursuant to the requirements of Public Law 95-507, all large business offerors must submit a subcontracting plan with their offer. All large business concerns are required to have an approved subcontracting plan for contracts valued over $900,000 before the Government can award a contract (see FAR 52.219-9 for details). Offerors must submit a currently approved commercial plan or a new plan for review and approval.

   Instructions for submitting the subcontracting plan are included in FAR 52.212-1 Addendum 2. Contractors are required to report progress on subcontracting goals in SAM.gov

3. **Assessments/Reports**

DLA Troop Support evaluates contractor performance on all contracts that exceed $350,000.00 and shares those evaluations with other federal government agencies. The FAR requires that the contractor be provided with an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, DLA Troop Support will be using an online database, the Contractor Performance Assessment Reporting System (CPARS). Annual reporting of past performance will be completed at https://www.cpars.gov.

4. **Contractor Code of Business Ethics**
   FAR Part 3.1002(a) requires all Government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with Government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the Government, in connection with the award, performance, or closeout of a Government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

CONTRACT CLAUSES

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

FAR 52.216-21 Requirements (DEVIATION 2026-O0038) (FEB 2026)

(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 ordering 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 ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the last outstanding delivery is received for orders placed by the expiration date of the contract.

FAR 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 of expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.

FAR 52.219-28 Postaward Small Business Program Representation (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*_____]

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulations System, Department of Defense (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEVIATION 2026-O0025) (FEB 2026)

(a) *Definitions*. As used in this clause—

"Covered defense telecommunications equipment or services" means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means—

(1) The People's Republic of China; or

(2) The Russian Federation.

"Covered missions" means—

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

"Critical technology" means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) *Procedures*. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Reporting*.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

- FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
- DFARS https://www.ecfr.gov/cgi-bin/text idx?SID=2a65ee6d124e0949d61d01c7d637b675&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl
- DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE	DATE
FAR		
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
FAR 52.203-6 Alternate I	Restrictions on Subcontractor Sales to the Government Alternate I	NOV 2021
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION 2026-O0038)	FEB 2026
FAR 52.204-13	System for Award Management—Maintenance (DEVIATION 2026-O0038)	FEB 2026
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION 2026-O0038)	FEB 2026
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038)	FEB 2026

FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (DEVIATION 2026-O0038)	FEB 2026
FAR 52.212-4	Terms and Conditions—Commercial Products and Commercial Services (DEVIATION 2026-O0038)	FEB 2026
FAR 52.215-21	52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (DEVIATION 2026-O0038)	FEB 2026
FAR 52.219-8	Utilization of Small Business Concerns (DEVIATION 2026-O0038) (FEB 2026)	FEB 2026
FAR 52.219-9	Small Business Subcontracting Plan (DEVIATION 2026-O0038)	FEB 2026
FAR 52.219-9 Alternate II	Small Business Subcontracting Plan Alternate I (DEVIATION 2026-O0038)	FEB 2026
FAR 52.219-16	Liquidated Damages-Subcontracting Plan (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-3	Convict Labor (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-19	Child Labor-Cooperation with Authorities and Remedies (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-35	Equal Opportunity for Veterans (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-37	Employment Reports on Veterans (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-50	Combating Trafficking in Persons (DEVIATION 2026-O0038)	FEB 2026
FAR 52.223-23	Sustainable Products (DEVIATION 2026-O0038)	FEB 2026
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
FAR 52.229-12	Tax on Certain Foreign Procurements (DEVIATION 2026-O0038)	FEB 2026
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
FAR 52.232-36	Payment by Third Party (DEVIATION 2026-O0038)	FEB 2026
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
FAR 52.233-1	Disputes (DEVIATION 2026-O0038)	FEB 2026
FAR 52.233-3	Protest after Award (DEVIATION 2026-O0038)	FEB 2026

FAR 52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION 2026-O0038)	FEB 2026
FAR 52.240-91	Security Prohibitions and Exclusions (DEVIATION 2026-O0038)	FEB 2026
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION 2026-O0038)	FEB 2026
FAR 52.242-5	Payments to Small Business Subcontractors	Jan 2017
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.243-1	Changes-Fixed-Price (DEVIATION 2026-O0038)	FEB 2026
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION 2026-O0038)	FEB 2026
FAR 52.247-34	F.o.b. Destination	JAN 1991
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION 2026-O0038)	FEB 2026
DFARS		
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (DEVIATION 2026-O0031)	FEB 2026
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (DEVIATION 2026-O0031)	FEB 2026
DFARS 252.203-7003	Agency Office of the Inspector General (DEVIATION 2026-O0031)	FEB 2026
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials (DEVIATION 2026-O0031)	FEB 2026
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	NOV 2025
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (DEVIATION 2026-O0043)	FEB 2026
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEVIATION 2026-O0003)	FEB 2026
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (DEVIATION 2026-O0042)	FEB 2026
DFARS 252.211-7003	Item Unique Identification and Valuation DEVIATION 2026-O0013	FEB 2026
DFARS 252.215-7992	Only One Offer (DEVIATION 2026-O0048)	FEB 2026
DFARS 215.219-7996	Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2026-O0037)	FEB 2026
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7012	Preference for Certain Domestic Commodities (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7013	Duty-Free Entry (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7021	Trade Agreements (DEVIATION 2026-O0041)	FEB 2026

DFARS 252.225-7052	Restriction on Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	MAR 2024
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (DEVIATION 2026-O0008)	FEB 2026
DFARS 252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements (DEVIATION 2026-O0007)	FEB 2026
DFARS 252.232-7010	Levies on Contract Payments (DEVIATION 2026-O0022)	FEB 2026
DFARS 252.237-7998	Training for Contractor Personnel Interacting with Detainees (DEVIATION 2026-O0023)	FEB 2026
DFARS 252.243-7001	Pricing of Contract Modifications (DEVIATION 2026-O0034)	FEB 2026
DFARS 252.243-7001	Requests for Equitable Adjustment (DEVIATION 2026-O0034)	FEB 2026
DFARS 252.244-7999	Subcontracts for Commercial Products or Commercial Services (DEVIATION 2026-O0015)	FEB 2026
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	JAN 2023
DFARS 252.247-7023	Transportation of Supplies by Sea (DEVIATION 2026-O0047)	FEB 2026

STATEMENT OF WORK

1. **Background**

   The Defense Logistics Agency (DLA) Troop Support, Directorate of Medical Materiel provides pharmaceutical products for the Department of War (DoW) to its customers through its Pharmaceutical Prime Vendor (PPV) program. The Department of Veterans Affairs (VA) provides pharmaceutical products to its customers as well as the Indian Health Service (IHS) and the Bureau of Prisons (BoP) through the VA Pharmaceutical Prime Vendor Program. Hereafter, these programs are collectively referred to as the "PPV." A prime vendor is an independent business concern that functions as a purchaser's primary source for specified classes of products and is responsible for the delivery of goods produced by various suppliers. As a part of the Pharmaceutical Prime Vendor Program, this solicitation will establish a national contract for the items listed in the schedule. The PPV Programs consist of separate contracts which establish the fees for the distribution of pharmaceutical products

that are distributed through the PPV Programs on Federal Government (i.e., Federal Supply Schedules, DLA National Contracts) contracts. The awardee consents to allow VA and DLA Troop Support Prime Vendors to distribute the listed products in the schedule.

2. **Purpose and Objective**
A contract resulting from this solicitation will establish a national supply source, in accordance with FAR 52.216-21 Requirements, to provide the drugs listed in the schedule for purchase by DLA and VA customers through the PPV. The annual usage for DLA, VA, BoP and IHS customers served through the Prime Vendor Programs is estimated in the Schedule of Supplies. The objective of the contract is to ensure availability and consistency of product and to obtain volume-based, committed use pricing.

3. **Purchase Compliance**
Ordering activities will purchase the selected contractor's product for the items listed in the Schedule of Supplies section of this Solicitation through the DLA or VA PPV contractors except when: (1) the contracted items is/are unavailable to meet the needs of the Government or (2) an alternate is requested by the prescribing healthcare provider, or (3) the contract holder does not participate in third party reimbursement programs, such as the Medicaid Rebate Program (#3 applies to IHS requirements only).

4. **Extent of Obligation**
The contractor shall provide the products specified in the schedule to all DLA and VA PPV contractors in order to facilitate the products' availability for all eligible DoW, VA, BoP and IHS ordering activities.

5. **Contract Price Effective Date**
The Contract Price Effective Date shall be no more than 60 calendar days after award.

6. **Contract Performance Date**
The contract performance date shall be 45 calendar days (or sooner upon mutual agreement) after the date of contract award. This is the date the contractor shall be ready to fill orders from the PPV contractors.

The contract prices shall be effective 15 calendar days after the contract performance date. Before the contract performance date, the PPVs will begin placing orders with the contractor for delivery to multiple PPV distribution centers for distribution to the participants under this contract. See Appendix A for the current list of PPVs. The current PPV contractors may change and the contractor will be notified of any changes in PPV contractors during the term of the contract resulting from this solicitation. The contractor shall ensure that sufficient inventory of contract items awarded under this solicitation is available to ensure delivery to the PPV distribution centers within 15 days of the contract performance date. In order to facilitate the sale of the awardee's product to Government ordering activities through the DLA and VA PPV contractors, the awardee shall enter into business-to-business agreements with each of the DLA and VA PPV contractors. Payment terms, time and place of delivery to PPV distribution centers, and other relevant terms shall be agreed upon between the PPV contractors and the contractor awarded a contract from this solicitation in

these agreements. The Government is not obligated to become involved in or assume any responsibility for financial or other disputes involving these agreements. Offerors may approach the PPV contractors regarding establishing business-to-business agreements prior to submitting an offer in response to this solicitation. Within 15 days from receipt of award, the Contracting Officer shall be notified by the contractor if any business-to-business agreements cannot be reached with the PPV contractors.

7. Chargeback Agreements

Chargeback arrangements shall be coordinated between the prime vendors and the successful contractor.

8. Special Contract Considerations

As discussed in Section 2, this solicitation establishes a supply source to provide the drugs listed in the schedule for purchase through the PPV programs. Additionally, as outlined in Section 6, the awarded contractor under this solicitation must reach a business-to-business agreement with each of the DLA and VA PPV contractors. Because the PPV contractors distribute the supplies sourced from this solicitation, special contract considerations apply.

Under this resulting contract, the contractor will be receiving payments from the PPV contractors instead of directly from the Government. Due to this unique payment structure, the contractor cannot assign its rights to receive payment under this contract. Additionally, disputes arising between the awardee and the PPV contractors do not give rise to a "claim" under the Disputes Clause. Finally, no invoices will be provided from the contractor to the Government ordering facilities. Instead, the contractor shall submit invoices in accordance with the business-to-business agreements reached with the PPV contractors.

9. Delivery

The complete order quantity shall be delivered to the PPV contractors within 15 calendar days after receipt of order.

Other delivery requirements including but not limited to product quantities, time and place of delivery and method of delivery for products awarded as a result of this procurement action will be determined by the contract awardee and the prime vendors.

10. Transition Period

After the effective date a short phase-in period may be needed to convert patients and medical centers to the awarded products. Every effort will be made to begin transitioning as many patients as possible by the contract performance date.

11. Contract Duration

The contract resulting herein will be for a one year base period and include four option years for a maximum possible term of five years. The contract will not exceed five years.

12. Ordering and Acceptance of Orders

The contractor agrees to accept orders that are placed by, and provide items to, the prime vendors for use by medical treatment facilities, formularies, eligible beneficiaries and other

ordering activities served by the DLA and VA PPV contractors. The Government reserves the right to delete ordering sites/activities which are current prime vendor customers during the effective period of this contract. In addition, the Government reserves the right to add Government pharmacies and ordering activities, including the pharmacies and ordering activities of agencies, which are not current PPV customers, during the effective period of this contract. There is no expressed or implied guarantee that the estimated quantity will be purchased under this contract. Actual quantities purchased may exceed or be less than those represented.

The Government also reserves the right to add other federally funded customers, including those that are not served by the DLA PPV contractors, during the life of the awarded contract. However, the estimated quantities in Appendix B: Agency Annual Demand Projections are based on DoW, Department of VA, IHS, and BoP demand. Offeror's proposals should be based on the estimated quantities in Appendix B.

The price the Government pays a PPV contractor for the awardee's product will be adjusted by the distribution fees established by the terms of that PPV contractor's separate contract with the Government. All of the DLA PPV contractors' contracts with the Government currently contain negative distribution fees. This means that the price paid by the Government to a PPV contractor for the awardee's product may be less than the unit price established by a contract awarded from this Solicitation.

13. Initial Orders

Ordering activities (DoW, VA, IHS, and BoP) may place initial orders with the PPV contractors totaling up to 30% of each agency's stated estimated annual contract quantities, located in Appendix B: Agency Annual Demand Projections, immediately upon the contract effective date. The Contract Price Effective Date shall be no more than 60 days after award. Initial orders totaling up to 30% of each agency's stated estimated annual contract quantities may be placed by the PPV contractors with the national contract awardee of this solicitation to fulfill the initial order requirements.

14. National Contract Backorders

The ability of the DoW, VA, IHS, and BoP to provide quality healthcare to its patient population is severely impaired when a national contract product is not available due to backorders. The purpose of this paragraph is to provide guidance to the awarded contractor regarding a temporary solution to national contract item backorders that may be implemented in lieu of the Government terminating the contract for cause. However, nothing in this section will waive any of the Government's rights to terminate the contract for cause in accordance with FAR 52.212-4(m).

For purposes of this contract, a backorder occurs when a Pharma Prime Vendor issues an order with the awardee of this National Contract, for the products in this solicitation, and the complete order quantity is not delivered to the PPV contractor within 15 calendar days after receipt of order. This includes initial Consolidated Mail Order Pharmacy (CMOP) orders. If a national contract item is backordered by a PPV contractor, the contracting officer will review the backorder to determine the cause of the backorder. The awarded contractor shall inform

the contracting officer within 4 calendar days after a backorder occurs or is foreseen. In addition to informing the contracting officer of the backorder, the awardee shall provide an estimated date when the backorder will be shipped, and may propose a solution to satisfy the Government's needs for the contract items until the backorder is resolved. The Government reserves the right to accept or reject any possible solutions that the awardee may propose to alleviate a national contract backorder situation. In the event of a back order, the Government may authorize the PPV contractors to acquire the same or similar items from another source. If the contracting officer determines that the backorder is awardee-caused, the contracting officer will bill the awardee for any excess procurement costs. In other words, if the government purchases product from another vendor because of an awardee-caused backorder, the awardee will issue credit or reimburse the Government for the difference between the purchase price and the contract price within 30 calendar days after receipt of notification. The awardee shall also provide written verification to the Contracting Officer when credits or reimbursement have been made within 30 calendar days from date of reimbursement. After an awardee-caused backorder, the Government's decision to implement the process described above will not deprive the Government of its right under FAR 52.212-4 (m) to terminate the contract.

15. Product Registration

Product information pertaining to all items offered under this solicitation must be registered with RXNorm, First Data Bank and Medi-Span prior to the effective date of contract performance. Details on submitting this information can be found at the following links:
http://www.nlm.nih.gov/research/umls/rxnorm/
http://www.medispan.com/manufacturers-exchange.aspx
http://www.fdbhealth.com/solutions/manufacturer-relations/
MultumSupport@Cerner.com

Product Registration Product information pertaining to all items offered under this solicitation, including the offeror's unique National Drug Code(s) (NDC), must be submitted to First Data Bank, Medispan and Multum 5 DAYS after award. A New Product Submission Form can be obtained by contacting First Data Bank at (800) 633-3453, extension 566, or information can be obtained at http://www.fdbhealth.com/solutions/manufacturer-relations/. Medispan information can be obtained at http://www.medispan.com/drug-information-products/. A New Product Submission Form can be obtained by emailing MultumSupport@Cerner.com. All new products and product updates should be sent to Cerner Multum at mfgproducts@cerner.com.

16. Preparation for Delivery

Preservation and packaging shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., involving shipment from the supply source to and from the receiving activity and shall conform to the applicable carrier's rules and regulations. Tablets/capsules must be compatible with automated dispensing units (Baxter ATC Canisters, OptiFill, etc.).

All unit of use packaging (identified in schedule of supplies beginning on page 5) must contain a child proof closure (safety cap) and a bottle with a minimum required size of 100cc

volume. The safety cap must not exceed the diameter of the bottle. The bottle must have a cylindrical body and minimum of 5.75" circumference. The bottle must fit a label with dimensions of 5.25" x 2". The 0.5" additional space is required to keep the bar code exposed and/or allow for the display of the expiration date and lot number. Sample pictures (bar code exposed) of how the label must fit the offered bottle are below:

Glass bottles are not acceptable.

Tablets/capsules must be compatible with automated dispensing units (Baxter ATC Canisters, OptiFill, etc.).

17. Labeling

All pharmaceutical products provided under this contract shall include bar code labeling at the unit-of-use package level. The bar code labeling must be in a linear format that conforms to all GS1-128 (formerly EAN.UCC) or Health Industry Business Communication Council (HIBCC) Health Industry Bar Code (HIBC) supplier labeling standards. The bar code symbology must comply with all GS1 or HIBCC parameters including, but not limited to: symbology type or encoded pattern, bar and space dimensions and tolerances and allowable ratio of wide to narrow elements.

The bar code may be any linear bar code symbology such as GS1-128 (formerly EAN.UCC), GS1 DataBar (formerly RSS) or Universal Product Code (if the UPC contains the National Drug Code or NDC). The bar code must encode the NDC, either alone or within the GS1 data structure (Global Trade Item Number (GTIN)). The bar code printing must be American National Standards Institute (ANSI) / International Organization for Standardization (ISO) / IEC quality grade C or better. Manufacturers and packagers must ensure that production runs include an initial verification check, as well as routine audits to ensure the bar code is printed clearly and consistently to meet the quality standard of grade C or better. Contractors shall be responsible for ensuring that bar code labels meet the quality requirements specified in this clause prior to shipping pharmaceutical products to any Government prime vendor or authorized ordering activity under this contract.

The bar code must be on the outside container or wrapper of the medication as well as on the immediate container, unless the bar code is readily visible and machine readable through the outside container or wrapper. When the bar code is not easily machine readable through the over-wrap, the over-wrap should contain the bar code. The bar code must go on each cell of a

blister pack. Furthermore, the bar code must remain intact under normal conditions of use; thus, it should not be printed across the perforations of a blister pack.

When applicable to the symbology used, bar codes shall be surrounded by sufficient quiet zone so that the bar code can be scanned correctly. Bar code placement shall minimize curvature of the bar code. For example, bar codes should be placed in "ladder orientation" on vials or bottles to minimize curvature of the bar code. Bar code labeling shall not be placed solely on outer packaging.

It is required that bar code labeling also include the lot number and expiration date. If two separate distinctive bar codes are used, one for NDC and the other for lot number/expiration date; the lot number and expiration date bar code must not be in close proximity to the NDC barcode or in a format that may be confused with the NDC bar code. When applicable, all Healthcare Distribution Management Association (HDMA) guidelines shall be followed.

Drug Supply Chain Security Act (DCSA): The contractor shall follow all appropriate requirements as implemented in the Drug Supply Chain Security Act (DCSA), including all applicable traceability and licensing requirements.

18. Therapeutic Equivalence

Drug products are considered to be therapeutic equivalents only if they are pharmaceutical equivalents and if they can be expected to have the same clinical effect and safety profile when administered to patients under the conditions specified in the labeling. Only Federal Drug Administration (FDA) approved products with therapeutic equivalence evaluations that resulted in a FDA Therapeutic Equivalence Code (TE Code) of "A" will be considered, unless all drugs in the family group are "B" rated. If all products in a family group have a "B" TE Code, no award will be made to other than the innovator unless the non-innovator vendor submits acceptable data demonstrating bioequivalence.

19. Drug Application

By signing this solicitation, the offeror certifies that it has on file (if any of the following are required by FDA for the offered drugs) an FDA approved New Drug Application (NDA), an approved abbreviated NDA (ANDA), or a Biologic License approval, as appropriate for the items offered in response to the solicitation. The NDA, ANDA, or Biologic License must be approved no later than the time of the solicitation's closing. An offeror utilizing an NDA, ANDA, or Biologic License that is pending approval with the FDA at the time of the solicitation's closing, but has not yet been approved, is technically unacceptable and will not be considered for award. Such an offeror will remain technically unacceptable even if the NDA, ANDA, or Biologic License receives approval from the FDA after the solicitation's closing, but prior to the award of a contract.

20. Manufacturing Facilities

If at any time during the term of the contract, the contractor's facility or the source from which the contractor obtains any of the products supplied by this contract is informed in a FDA "warning letter" that it fails to meet FDA current Good Manufacturing Practices (cGMP) (21 CFR Part 210 and 211), the contractor shall immediately communicate to the

Contracting Officer the facility or source's cGMP violation(s) or failed inspection status as outlined in a FDA warning letter. Once the Contracting Officer is aware that the contractor's facility or the source from which the contractor obtains any of the products provided fails to meet FDA cGMP, the procedures outlined in the paragraph below will apply. These procedures will apply regardless of whether the cGMP violation(s) or failed inspection status of the contractor's facility or the source from which the contractor obtains the products was brought to the Contracting Officer's attention by the contractor or by other means.

The DLA Troop Support Contracting officer will review the contractor's (or its source's) cGMP violation(s) or failed inspection status unacceptable cGMP status with appropriate DLA clinical staff and will either:

- Instruct the contractor to stop the shipment of products listed on this contract that were manufactured, packaged, and/or packed in a facility with cGMP violation(s) or failed inspection status , or
- Authorize the contractor to continue to supply such contract products for 90 days from the date when the cGMP violation(s) or failed inspection status was brought to the Contracting Officer's attention, provided that the products have not been subjected to a consumer-level recall. Additional periods of 90 days may be authorized at the discretion of the DLA Contracting Officer.

Contractors are cautioned that products that were manufactured, packaged, and/or packed in a facility with cGMP violation(s) or failed inspection status and then shipped without written authorization from the DLA Contracting Officer shall be returned to the contractor at the contractor's risk and expense, regardless of whether the contractor was aware of the facility's cGMP violation(s) or failed inspection status at the time the products were shipped. The contractor (or its source) shall have corrected all significant cGMP deficiencies or have an acceptable plan with the FDA for the correction of such deficiencies which led to cGMP violation(s) or failed inspection status by the end of the 90-day authorization period as evidenced by a Corrective Action Plan submitted to the FDA and/or issuance of a "close-out letter" by the FDA and any extensions of such period granted by the DLA Contracting Officer. Additionally, the contractor is responsible for keeping the DLA Contracting Officer informed of all corrections made and shall provide the DLA Contracting Officer with: 1) written documentation of the correction plan, 2) notification from FDA of acceptance of the plan, and 3) a copy of any re-inspection requests and subsequent reports, when they are available. If the FDA's evaluation of contractor's (or its source's) compliance efforts and/or re-inspection of the non-compliant facility does not result in an accepted corrective action plan (CAP) or issued a close-out letter by the FDA within 90 days from the date when cGMP violation(s) or failed inspection status unacceptable cGMP status was brought to the Contracting Officer's attention, or by the end of a DLA Contracting Officer's authorization period (whichever is the greater period of time), the contract may be terminated for cause in accordance with FAR Clause 52.212-4(m). The contractor's (or its source's) failure to correct the cGMP deficiencies in a timely manner shall not constitute or give rise to any "excusable delays" pursuant to FAR Clause 52.212-4(f). Nothing in this clause shall be read as limiting the recognized grounds upon which a Contracting Officer may terminate this contract or delete products pursuant to any clause in this contract or any other applicable law or authority.

The contractor (or its source) shall use only the FDA-inspected manufacturing facilities referenced in the contract for the duration of the contract, unless substitution of manufacturing facilities is approved by the DLA Contracting Officer. In case of any manufacturing facility relocation or substitution of manufacturing facilities, the contractor shall notify the DLA Contracting Officer of the change, and the contractor shall request approval from the DLA Contracting Officer to supply the contracted products from the new location. If the change is approved by the DLA Contracting Officer after an inquiry to FDA for cGMP status of the new location, approval will be provided by means of a formal contract modification.

21. Recalls

If a drug recall is initiated for any drug provided under this contract, regardless of whether it is a voluntary recall by the manufacturer or a recall required by the U.S. Food and Drug Administration (FDA) or, if the FDA withdraws their approval to manufacture any drug that is included on this contract, the following action shall immediately be taken by the contractor:

Forward one copy via email to DLA Troop Support and forward one copy by postal mail to Veterans Administration addresses below of the recall notification along with any pertinent information to:

1. DLA Troop Support National Pharmaceutical Contracts Team
   Please email recall notification and pertinent information to
   Jason.Wray@dla.mil and Henry.Shelly@dla.mil

2. DLA Troop Support Customer Pharmaceutical Operations Center
   Please email recall notification and pertinent information to
   TrpSptCustomerPharmOpsCenter@dla.mil

3. Chief, Pharmaceutical Division (003A4C4)
   VA National Acquisition Center National Contract Service
   1st Ave., 1 Block North of Cermak Rd. Bldg. 37, P.O. Box 76
   Hines, IL 60141
   Fax Number (708) 786 - 5221

4. Deputy Chief Consultant (M/S 119D)
   VHA Pharmacy Benefits Management Services
   1st Ave., 1 Block North of Cermak Rd. Bldg. 37, Rm 139
   Hines, IL 60141
   Fax Number (708) 786 - 7894

5. Manager, Product Recall Office
   National Center for Patient Safety
   Veterans Health Administration
   24 Frank Lloyd Wright Drive, Lobby M
   Ann Arbor, MI 48106

VHANCPSRecallsNotification@va.gov
Phone Number (734) 930 - 5865

6. All prime vendors that were sent shipments of the affected product(s).

22. Cost Recovery Fee and Submission of Quarterly Sales Reports

a. **Quarterly Sales Report.** The contractor shall report all sales under this contract and submit cost recovery fees as follows:

i. 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. Reported sales must include all sales made to all authorized contract users, whether shipped directly to the users or through prime vendor contractors. The report shall reflect sales by contract line item. A cost recovery fee equivalent to 0.5 percent of the current contract price shall be collected from all contract users. The 0.5 percent cost recovery fee shall be imbedded in the awarded contract prices, and offers submitted in response to this solicitation shall include the cost recovery fee in every line item price offered. The reported contract sales shall include the cost recovery fee and each quarterly report shall show the total cost recovery 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.

ii. Contract sales reports are due to the DLA contracting officer within 60 calendar days following the completion of each reporting quarter or completion of the contract, whichever occurs first. A report is required even when no billings or invoices are issued or no orders are received during the reporting period.

iii. The sales report shall be sent by postal mail (see below address) and electronically by email to the contracting officer (email address shall be provided after award). Mailed reports shall be sent to the address listed below. If sent by mail, the sales report is to be signed by an authorized representative of the contractor.

ATTN: DoD National Contracts – FSBC
DLA Troop Support
Medical – Building 6A
700 Robbins Avenue
Philadelphia, PA 19111

iv. The quarterly sales report shall include the following information: NDC, item description, unit price, quantity, total extended price, cost recovery fee, invoice number, ship date, prime vendor, distribution center location, and customer name.

b. **Cost Recovery Fee.** The 0.5 percent cost recovery amount collected and due shall be paid electronically and shall be made out to the US Treasury. When the contractor has multiple national contracts, the fee may be consolidated into one check. Consolidated payments for multiple contracts shall identify each contract number and the dollar amount remitted for each contract number.

i. To ensure that the payment is credited properly, the contractor shall identify the check or electronic transmission as a "Cost Recovery Fee" and include a copy of the applicable sales report. The cost recovery payment is due at the same time as the applicable sales report (within 60 calendar days following the completion of each reporting quarter or completion of the contract). A copy of the applicable sales report shall be submitted by email to the Contracting Officer on the day payment is made.

ii. Cost recovery payments made electronically shall include the following information:

Receiving Bank Name: Cashlink ACH Receiver
Contact Phone: 301-887-6600
Receiving Bank City, State: Riverdale, MD
Receiving Bank Routing/Transit Number: 0510-3670-6
Receiving Account Number: 540010
Contract Number(s): (Contractor shall insert the contract number, which will be assigned by the DLA contracting officer at time of award.)

iii. Cost recovery fee payments made through the web at www.Pay.Gov shall follow the below instructions:

a. Go to www.pay.gov website
b. Under "What Federal Agencies Can I Pay?" Click "Agency List"
c. Click on the letter "D" for DFAS
d. Click on "Defense Finance and Accounting Service"
e. Click on "DFAS Form 6355"
f. Ensure that the follow additional information is cited with the payment:
    i. "97X4930 5CBX 001 033189 SP2400"
    ii. Contract number (to be assigned at time of award)
    iii. The words – "Cost Recovery Fee"
    iv. "SP2400" is to be cited on the payment. This will drive the collection to Accounts Receivable instead of Accounts Payable.

iv. Regardless of the cost recovery fee payment method chosen, upon submission the contractor shall notify the DLA Troop Support Contracting Team that they have submitted a payment. The contractor shall submit a copy of the sales data report via email to the DLA Troop Support Contracting Team. Contact information shall be provided after award.

c. The Government reserves the right to inspect records of the contractor that pertain to sales under any contract resulting from this solicitation.

d. Failure to remit the full amount of the Cost Recovery Fee 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 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 52.232-17, Interest). Should the contractor fail to submit the required sales reports, falsify them, or fail to timely pay the Cost Recovery Fee, 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.

SOLICITATION PROVISIONS

FAR 52.209-5 Certification Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

FAR 52.209-7 Information Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2026-O0038) (FEB 2026)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *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. However, the Government reserves the right to conduct discussions, if 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.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will 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 Offeror 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 products, the make and model of the product to be delivered by the successful Offeror.

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

FAR 52.212-1 Addendum 1 – Paragraph Modifications

The following paragraphs of 52.212-1 are amended as indicated below:

1. **Paragraph (a), Submission of Offers.**

   The following language is being added to paragraph (b):

   Submit signed and dated offers as specified on page 4 of this solicitation under Submission Instructions for Block 30 on or before the exact due date/local time as specified on Block 8 on the first page of the SF 1449.

   Facsimile, email, physically delivered and offers delivered by US Mail are NOT authorized for this solicitation.

2. **Paragraph (b),** *Period for Acceptance of Offers.*

   Change, "60 calendar days" to read, "90 calendar days."

FAR 52.212-1 Addendum 2 -- Preparation & Organization of Proposals

1. Required Documentation
In order for an offeror to be considered for an award the contractor shall submit ONE (1) electronic copy via DIBBS of the following volumes of documentation at or before the closing date and time of the solicitation:

Volume 1 – Non-Price Proposal
Volume 2 – Price Proposal

2. Volume Contents. The contents of each volume shall be as follows:

(a) Volume 1 – Non-Price Proposal. Each offeror is required to submit one (1) electronic copy via DIBBS of its non-price proposal which must include:

Technical Requirements:

a. Tab A: Offeror's Completed, Signed, and Dated SF 1449 and all pages of the solicitation (1 through 61).

b. Tab B: Trade Agreements

Offeror shall fill in the chart below, identifying the Country of Origin of all offered end products in accordance with DFARS 252.225-7020, Trade Agreements Certificate, and DFARS 252.225-7021, Trade Agreements and also identifying the Country of Origin for all Active Pharmaceutical Ingredients (APIs).

Item Number and Description	Trade Agreements Act (TAA) Country of Origin of End Product	Country of Origin for active pharmaceutical ingredient (API)
0001 – Fingolimod 0.5 MG Capsules – 30 count bottle		

Offerors may be instructed by the Government to provide additional information about the manufacturing, production, and/or transformation process for their offered items, including the origin of components used in the items' creation. The Government may use this information to confirm that the representations in the chart above are accurate and to determine the offered items' Country of Origin for purposes of DFARS 252.225-7020 and DFARS 252.225-7021. Both offerors that are manufacturers and offerors that are distributors and dealers may be asked to provide this information. **Offerors that fail to provide information about the manufacturing, production, and/or transformation process for their offered**

items, if requested by the Government, may be considered not to be technically acceptable.

Separate from this requirement, the offeror must complete FAR 52.215-6 on page 44 of the solicitation, including the chart "TABLETS, CAPSULES AND PILLS" on pages 45-46 of the solicitation.

c. Tab C: Offeror's completed Representations.
Offeror shall complete all representations beginning on page 47 of the solicitation or the offeror may complete the representations and certifications in www.SAM.gov.

d. Tab D: Offeror's Subcontracting Plan for Small, Small Disadvantaged, Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran- Owned Small Business and HUBZone-Certified Small Business Concerns. A Subcontracting Plan shall be submitted only by offerors who are large business concerns. Offerors must comply with FAR 52.219-9 Small Business Subcontracting Plan.

e. Tab E: Letter of Commitment / Letter of Certification -- Offers submitted by dealers and suppliers will need to include a Letter of Commitment from the manufacturer. Offers submitted by manufacturers will need to include a Letter of Certification.

i. If other than the manufacturer, the offeror shall submit a Letter of Commitment from the manufacturer to the offeror which assures the offeror of an uninterrupted source of supply sufficient to satisfy the Government's requirements for the contract period. **Offers that fail to meet this requirement are not considered to be technically acceptable and may not be included in the competitive range.**

1. The Letter of Commitment:

a. Shall be on the manufacturer's letterhead.

b. Shall be dated.

c. Shall reference the solicitation number and the product committed to manufacture.

d. Shall state that the manufacturer assures the offeror of an uninterrupted source of supply sufficient to satisfy the Government's requirements for the contract period.

e. Shall disclose the Country of Origin, for purposes of DFARS 252.225-7020 and DFARS 252.225-7021, of all offered end products and disclose the country of origin of the API(s)

f. Shall state that all entities identified in FAR 52.215-6 Place of Performance and in **"TABLETS, CAPSULES AND PILLS"** chart on pages 44-46 in compliance with

current Good Manufacturing Practices (cGMP) as defined by the FDA, and have clearance by the FDA to manufacture under the specific NDA/ANDA/BLA.

g. Shall be signed by an officer of the manufacturer's company (include name, title and telephone number).

ii. If the manufacturer, the offeror shall submit a Letter of Certification which will assure a source of supply sufficient to satisfy the Government's requirements for the contract period. **Offers that fail to meet this requirement are not considered to be technically acceptable and may not be included in the competitive range.**

1. The Letter of Certification:

a. Shall be on the manufacturer's letterhead.

b. Shall be dated.

c. Shall reference the solicitation number and the product committed to manufacture.

d. Shall state that the manufacturer assures an uninterrupted source of supply sufficient to satisfy the Government's requirements for the contract period.

e. Shall disclose the Country of Origin, for purposes of DFARS 252.225-7020 and DFARS 252.225-7021, of all offered end products and disclose the country of origin of the API(s).

f. Shall state that all entities identified in FAR 52.215-6 Place of Performance and in **"TABLETS, CAPSULES AND PILLS"** chart on pages 44-46 are FDA cGMP acceptable and have clearance by the FDA to manufacture under the specific NDA/ANDA/BLA.

g. Shall be signed by an officer of the manufacturer's company (include name, title and telephone number).

f. Tab F: Authorized Negotiators & Points of Contact – Offerors are required to provide the names, titles and contact information (telephone number and email address) for designated points of contact and authorized negotiators. This document shall be submitted on company letterhead and be signed and dated.

g. Tab G: FDA Violation or Failed Inspection Disclosure – any FDA violations or failed inspection disclosures that are relevant to this solicitation or that are required under applicable laws or regulations shall be included in Volume 1. At a minimum, any FDA violation involving the facilities listed by the offeror on pages 44-46 of the solicitation and the items listed in the schedule of supplies (irrespective of dosage and count), occurring in the three years prior to the issuance of the solicitation, is relevant and must be included in Volume 1. However, other FDA violations may also be relevant, depending on the circumstances of the violation and acquisition. If FDA violations or failed inspection disclosures are non-applicable and the offeror is quoting as a

distributor, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA violations or failed inspection disclosures on the part of the distributor and on the part of the manufacturer and any applicable packaging and packing companies and that the distributor and manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If FDA violations or failed inspection disclosure are non-applicable and the offeror is quoting as a manufacturer, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA violations or failed inspection disclosures on the part of the manufacturer and any applicable packaging and packing companies and that the manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If there is an FDA Violation and / or Failed Inspection Disclosure, the aforementioned document(s) shall be submitted in the past performance section, tab 2 of the offeror's proposal.

h. Tab H: FDA Warning Letter and Corrective Action Plan, if Applicable – any FDA warning letters and applicable corrective action plans that are relevant to this solicitation or that are required under applicable laws and regulations shall be included in Volume 1. If FDA warning letters and corrective action plans are non-applicable and the offeror is quoting as a distributor, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA warning letters and corrective action plans on the part of the distributor and on the part of the manufacturer and any applicable packaging and packing companies and that the distributor and manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If FDA warning letter and corrective action plans are non-applicable and the offeror is quoting as a manufacturer, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA warning letters and corrective action plans on the part of the manufacturer and any applicable packaging and packing companies and that the manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. Offerors whose relevant facilities or products are the subject of an FDA warning letter may be deemed to be technically unacceptable in the Contracting Officer's discretion, depending on the nature of the warning letter and whether corrective action has been taken by the offeror to address the deficiencies alleged in the warning letter, as evidenced by an FDA close-out or cure letter, or by submission of a corrective action plan. Offers whose relevant facilities or products are the subject of an FDA Warning Letter may not be considered to be technically acceptable and may not be included in the competitive range, dependent on the nature of the Warning Letter and the Contracting Officer's discretion. If there is an FDA Warning Letter and / or Corrective Action Plan, the aforementioned document(s) shall be submitted in the past performance section, tab 3 of the offeror's proposal.

Past Performance:

The past performance evaluation result is an assessment of the offeror's probability of meeting the minimum solicitation requirements. This assessment is based on the offeror's record of relevant and recent past performance determined from the following submitted information:

a. Tab 1: Past Contract History – provide historical sales data, delivered quantities, and an applicable Point of Contact (POC) for all contract parties for three (3) contracts (government or commercial) of similar scope and complexity to that of the subject solicitation. Contract performance information provided must have occurred during the three-year period prior to the solicitation issuance date. Offerors should not submit contract performance information from earlier than three years prior to the solicitation issuance date (i.e., MAY 2023 – MAY 2026). Historical sales data is to be broken down by year and month and listed in US currency. Delivered quantities are to be broken down by month, and should identify item nomenclature, NDC, and package size. At a minimum, POC information is to include a name, telephone number, and email address.

b. Tab 2: FDA Violation or Failed Inspection Disclosure – any FDA violations or failed inspection disclosures that are relevant to this solicitation or that are required under applicable laws or regulations shall be included in Volume 1. At a minimum, any FDA violation involving the facilities listed by the offeror on pages 44-46 of the solicitation and the items listed in the schedule of supplies (irrespective of dosage and count), occurring in the three years prior to the issuance of the solicitation, is relevant and must be included in Volume 1. However, other FDA violations may also be relevant, depending on the circumstances of the violation and acquisition. If FDA violations or failed inspection disclosures are non-applicable and the offeror is quoting as a distributor, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA violations or failed inspection disclosures on the part of the distributor and on the part of the manufacturer and any applicable packaging and packing companies and that the distributor and manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If FDA violations or failed inspection disclosure are non-applicable and the offeror is quoting as a manufacturer, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA violations or failed inspection disclosures on the part of the manufacturer and any applicable packaging and packing companies and that the manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations.

c. Tab 3: FDA Warning Letter and Corrective Action Plan, if Applicable – any FDA warning letters and applicable corrective action plans that are relevant to this solicitation or that are required under applicable laws and regulations shall be included in Volume 1. If FDA warning letters and corrective action plans are non-applicable and the offeror is quoting as a distributor, the offeror must

provide a statement on company letterhead that is signed and dated, that there are no applicable FDA warning letters and corrective action plans on the part of the distributor and on the part of the manufacturer and any applicable packaging and packing companies and that the distributor and manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If FDA warning letter and corrective action plans are non-applicable and the offeror is quoting as a manufacturer, the offeror must provide a statement on company letterhead that is signed and dated, that there are no applicable FDA warning letters and corrective action plans on the part of the manufacturer and any applicable packaging and packing companies and that the manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations.

(b) Volume 2 – Price Proposal. The government will ensure that each offeror's Price proposal will be evaluated against the requirements of the Solicitation. The government will review the price proposal as follows:

Tab A: Offeror's Proposed Prices. Offerors are required to provide pricing information for line item(s) 0001.

For CLIN 0001, offers shall include pricing for 6,643 – Fingolimod 0.5 MG Capsule – 30 count bottle. The offeror's proposed prices are to be expressed in dollars as a unit price per bottle.

The offeror is required to submit its offered prices for each line item for the base and all option years as stated above as part of the offeror's price proposal. The final proposal revision, telephonic negotiations and/or email negotiations may be used to determine the lowest price evaluated (unit price per bottle).

All prices are exclusive of the Federal Excise Tax (FET).

Extraneous Data: Offerors are not to include extraneous data such as annual reports, marketing brochures, catalogs, etc.
In conducting the evaluation, the Defense Logistics Agency (DLA) will use information provided by the offeror in the proposal. The burden is on the offeror to provide a complete and thorough proposal. Proposals that are missing information or components identified above will be considered incomplete and may be eliminated from further consideration of award.

FAR 52.212-1 Addendum 3 -- Volume 2 - Price Proposal

Organization of Offered Prices: Offerors are required to provide mandatory pricing information, expressed in dollars as a unit price per bottle, for line item(s) 0001.

The offeror is required to submit offered prices for each line item for the base and all option years as stated above as part of the offeror's price proposal. The final proposal revision, telephonic negotiations and/or email negotiations may be used to determine the lowest price evaluated (unit price per bottle).

FAR 52.212-1 Addendum 4 – Caution Statements and Notifications

1. **Lowest Price Technically Acceptable Acquisition,**
   This is a lowest price technically acceptable (LPTA) acquisition. The contract will be issued to the responsible offeror whose proposal is determined to be technically acceptable and provides the lowest evaluated aggregate price. The lowest evaluated aggregate price will be determined by multiplying the estimated quantity for each line item, including options, by the offered unit price and then adding the total of each line.

   Pricing and the Veteran's Health Care Act of 1992
   Offerors shall comply with Department of Veterans Affairs (DVA) policy contained in DVA letter dated March 31, 2004 (or the most current letter expressing this policy). This Federal Ceiling Price (FCP) policy is pursuant to Pub.L.102-585, the Veterans' Health Care Act of 1992. Contractor shall copy the contracting officer on the letter to DVA referenced on Page 2, item (A) of the DVA's 3/21/2004 "Dear Manufacturer" letter.

2. **Submission of Offers in US Currency**
   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.

3. **National Drug Code**
   Offerors shall provide a separate and distinct eleven-digit National Drug Code (NDC) number unique to the offeror (e.g., 00012-3456-78) for each product proposed in the space provided following each item under "Schedule of Supplies and Prices" on page 5 of the solicitation. The first five numbers of the eleven-digit NDC number for each product proposed shall identify the offeror.

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

An award will be made to the responsible offeror whose proposal is determined to be technically acceptable and provides the lowest evaluated aggregate price. For an offer to be determined technically acceptable, the proposal must receive an acceptable rating for both Non-Price Factors, resulting in an overall rating of acceptable.

i. Technical Requirements

To receive an acceptable rating for Technical Requirements, the offeror must comply with all terms and conditions of the Statement of Work and Solicitation. A proposal will be determined acceptable or unacceptable in accordance with the definitions set forth below.

Technical Requirements	
Rating	Description
Acceptable	Offeror complies with all terms and conditions of the Statement of Work and Solicitation.
Unacceptable	Offeror did not comply with all terms and conditions of the Statement of Work and/or Solicitation. The vendor did not satisfactorily submit all applicable information requested in solicitation section FAR 52.212-1, including sections a. through h. under Required Documentation for Technical Requirements.

ii. Past Performance

The Past Performance assessment is based on the offeror's record of relevant and recent past performance information that pertains to the products and/or services outlined in the solicitation requirements.

Past Performance Relevancy/Recency	
Rating	Description
Relevant/Recent	Present/past performance involved recent effort and similar scope and magnitude of effort based on the past performance evaluation criteria below.
Not Relevant/Not-recent	Present/past performance involved not-recent effort and/or little and/or none of the scope and magnitude of effort based on the past performance evaluation criteria below.

An offeror's overall past performance factor rating is based on the offeror's performance record on recent contracts of similar scope and complexity and the status and severity of any FDA warning letters, FDA violations or failed inspection disclosures. To be considered Acceptable, the Government must have a reasonable expectation that the offeror will successfully perform the required effort or the offeror's performance record is unknown.

Past contract history information will be considered Recent if it is from the three-year period prior to the issuance date of the solicitation. Offerors should not submit past contract history information from prior to the three-year period prior to the issuance date of the solicitation; past contract history information from prior to the three-year period prior to the issuance date of the solicitation will be considered Not Recent and will not be considered as part of the past performance evaluation.

Contract performance will be considered Relevant if performed within the three-year period discussed above and is for the supply of pharmaceuticals (or other similar products) to Government or commercial customers and is

for contracts of a similar complexity, contract length, dollar value, and contract type as this procurement. Past performance information that is considered Not Relevant will not be considered as part of the past performance evaluation.

The past performance evaluation should determine how well the offeror performed on the prior contracts. The past performance evaluation performed in support of a current proposal does not establish, create, or change the existing record and history of the offeror's past performance on past contracts. Past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in the Past Performance Evaluation Ratings Table.

Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant and recent past performance for the timeframes specified, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance.
Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

iii. Overall Non-Price Evaluations

The overall evaluation will result in a rating of acceptable or unacceptable for each offeror. This rating will be based on the individual ratings for the technical acceptability of the proposal and past performance. An offeror must have an acceptable rating for both the Technical Requirements factor and Past Performance factor to receive an overall acceptable rating.

Overall Acceptable/Unacceptable Ratings	
Ratings	**Descriptions**
Acceptable	Offeror received an acceptable rating for the technical requirements factor and received an acceptable rating for past performance.

Unacceptable	Offeror received an unacceptable rating for the technical requirements factor and/or received an unacceptable rating for past performance.

After the evaluation of proposals against the Technical Requirements and Past Performance are completed and documented, the Defense Logistics Agency (DLA) Troop Support will prepare a report with its identification of offerors rated "overall acceptable" and "overall unacceptable."

Offers determined to be overall acceptable will be considered for award. Lack of adequate documentation in a proposal to support any portion of the Technical Requirements or Past Performance factors may result in an "Unacceptable" evaluated rating; however, if award will be made without conducting discussions, offerors may be given the opportunity to clarify the lack of documentation. If discussions are held, offerors may be permitted to provide revised/additional supporting documentation to support an "acceptable" rating.

iv. Lowest Evaluated Price

Telephonic negotiations and email negotiations may be conducted for all offers in the competitive range. Offerors will be able to submit revised prices during the final proposal revision.

Offerors are required to provide pricing information for line item(s) 0001. The offeror's proposed prices are to be expressed in dollars (USD) as a unit price per bottle.

The offeror is required to submit its offered prices for each line item for the base and all option years as stated above as part of the offeror's price proposal. The Final Proposal Revision (FPR) process, telephonic negotiations and/or email negotiations may be used to determine the lowest price evaluated (unit price per bottle).

The overall lowest evaluated aggregate price will be determined by multiplying the estimated quantity for each line item, including options, by the offered unit price and then adding the total of each line.

v. Initial Evaluation Results and Establishment of a Competitive Range

Following the initial evaluation for overall acceptability, the Government reserves the right to make an award based on the initial offers submitted. However, if discussions are held, the initial price submission will be used to establish the competitive range. Overall unacceptable offers may be included in the competitive range if the SSA finds that their proposals are susceptible to being made acceptable through discussions. Offerors whose proposals are so deficient that they are not reasonably deemed to be susceptible to being made

acceptable through discussions may be excluded from the competitive range. Overall acceptable offers may be included in or excluded from the competitive range based on consideration of their initial price submission compared to the other offerors' price submissions.

The Government may hold discussions with offerors in the competitive range to rectify any aspects of their proposal that do not meet the requirements of the solicitation. Offerors not determined to be in the competitive range will be notified in writing and are therefore not considered for an award.

vi. Final Evaluation Results

If discussions are held and a competitive range is established, the lowest price offerors will be determined based on Final Proposal Revision (FPR). Price discussions may be conducted using the FPR. All offerors whose proposals are included in the competitive range will be notified of the date and time of the FPR.

DLA Troop Support intends to conduct a price analysis to validate the price reasonableness of the offered price. The price analysis will not only evaluate competition but will also compare the final offered price to historical data of the same or similar type contracts and/or commercial prices.

This solicitation is subject to DFARS 225.4 - Trade Agreements as implemented by DFARS 252.225-7021 contained in this solicitation. Additionally, evaluations will be in accordance with DFARS Subpart 225.5.

vii. Award Selection

The Source Selection Authority (SSA) will determine which proposal is the lowest price technically acceptable. The lowest price technically acceptable offeror will receive the contract award if determined to be responsible in accordance with FAR Subpart 9.1 and otherwise eligible for award. The overall lowest evaluated aggregate price will be determined by multiplying the estimated quantity for each line item, including options, by the offered unit price and then adding the total of each line**.**

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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 offer's 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.

FAR 52.215-6 Place of Performance (DEVIATION 2026-O0038) (FEB 2026)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, □ intends, □ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

Pursuant to the provision above, please review and provide the required information:
The U.S. Food and Drug Administration (FDA) is the Government agency responsible for providing and enforcing pharmaceutical current Good Manufacturing Practices (cGMP) standards for the pharmaceutical products included in this solicitation. Only offers from companies that have an acceptable cGMP status on record with the FDA for the facilities identified by the offeror in Paragraph 4 below will be considered for award. Before a contract can be awarded, any successful offeror's (or its source's) facilities shall have a current acceptable cGMP status with FDA.

1. If the products are to be manufactured at more than one location, each manufacturing facility and each facility address shall be listed along with the products manufactured at the facility. Subcontractors (i.e., packagers, labelers, etc.) that participate in the production of the products offered on this solicitation shall also be listed along with their addresses. All facilities described in this paragraph and listed below shall be in compliance with applicable FDA cGMP standards prior to contract award.

2. Offeror shall identify below or by attachment (if additional space is needed), the products offered on this solicitation (products shall be identified by product name and by solicitation item number); whether the offeror manufactures the products; and/or whether the offeror is a distributor of the products offered.

3. If the finished products to be offered are of foreign manufacture, the complete name and address of the manufacturer shall be provided below. The offeror is also required to check the box below that is applicable to its offer. Please note that the information required below must be the name and address of the manufacturing facility, rather than the address of the foreign headquarters, distributor or agent.

   ☐OFFEROR IS THE MANUFACTURER (AT THE FOLLOWING LOCATIONS) OF THE PRODUCTS OFFERED ON THIS SOLICITATION.

   ☐OFFEROR IS A DISTRIBUTOR OF THE PRODUCTS OFFERED ON THIS SOLICITATION. THE PRODUCTS WILL BE MANUFACTURED BY THE FOLLOWING COMPANY AT THE FOLLOWING LOCATIONS:

   _____
   (Name of Manufacturing Company)

   _____
   (Street Address) (Post Office Address Not Acceptable)

_____
(U.S.A. Point of Contact, e-Mail Address and U.S.A Telephone Number)

TABLETS, CAPSULES AND PILLS

Item	Complete Address of Facility Where Ingredients are Measured, Weighed, Mixed and Compounded	Point of Contact Including Phone Number
0001 – Fingolimod 0.5 MG Capsule – 30 count bottle		

PACKAGING

Item	Complete Address of Facilities Where Intermediate Containers will be Filled and Labeled	Point of Contact Including Phone Number
0001 – Fingolimod 0.5 MG Capsule – 30 count bottle		

PACKING

Item	Complete Address of Facilities Where Products will be Packed and Prepared for Shipment	Point of Contact Including Phone Number
0001 – Fingolimod 0.5 MG Capsule – 30 count bottle		

New Drug Applications (NDA)
Offerors shall represent below information pertaining to FDA approval of New Drug Applications (NDA) or Abbreviated New Drug Applications (ANDA), when such approval is a prerequisite to marketing, and container/closure system information relative to product stability. (If additional space is needed, the required information may be provided in an attachment to the offer.)

(a) NDA/ANDA.
Item _____,
FDA Approval File Number _____,
Date of FDA approval _____

(b) CONTAINER/CLOSURE SYSTEM MATERIALS.
(describe)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2026-O0038) (FEB 2026) Alternate IV-(DEVIATION 2026-O0038) (FEB 2026)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

For a commercial item, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include–

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

Pursuant to the clause above, please provide the following information:

LINE ITEM 0001: FINGOLIMOD 0.5 MG CAPSULE – 30 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2026) Commercial List Price: _____

Previous (2025) Commercial List Price: _____

2026 Federal Supply Schedule Price: _____

2025 Federal Supply Schedule Price: _____

2026 Federal Ceiling Price _____

2025 Federal Ceiling Price _____

FAR 52.216-1 Type of Contract (DEVIATION 2026-O0038) (FEB 2026)

The Government contemplates award of a firm-fixed-price requirements contract resulting from this solicitation.

FAR 52.219-1 Small Business Program Representations (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is 325412.

(2) The small business size standard is 1,300.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.* (1) The offeror represents as part of its offer that—

(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(2) [*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 disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services – Representation (DEVIATION 2026-O0025) (FEB 2026)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov/) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services – Representation (DEVIATION 2026-O0025) (FEB 2026)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

DFARS 252.204-7998 Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043) (FEB 2026)

(e)(1) If the provision at FAR 52.204-7, System for Award Management Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

____ (i) Paragraph (g) applies.

____ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

____(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

__X__(iii) 252.225-7020, Trade Agreements Certificate.

____Use with Alternate I.

__X__(iv) 252.225-7031, Secondary Arab Boycott of Israel.

____(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

____Use with Alternate I.

____Use with Alternate II.

____Use with Alternate III.

____Use with Alternate IV.

____Use with Alternate V.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments—Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Date

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

DFARS 252.215-7994 Requirements for Certified Cost of Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048) (MAR 2026)

(a) Definitions. As used in this provision—

"Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

"Non-Government sales" means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

"Relevant sales data" means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

"Sufficient non-Government sales" means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii).

"Uncertified cost data" means the subset of "data other than certified cost or pricing data" (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) Exception for prices set by law or regulation - Identification of the law or regulation establishing the prices offered. If the prices are controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial product or commercial service exception. For a commercial product or commercial service exception, the Offeror shall submit, at a minimum, information that is adequate for determining commerciality and evaluating the reasonableness of the price for this acquisition, including prices at which the same product or service or similar products or services have been sold in the commercial market. Such information shall include—

(A) For products or services previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For subsystems of a major weapon system and components and spare parts of a major weapon system or subsystem of a major weapon system that have not previously been determined to be commercial—

(1) The comparable commercial product the Offeror sells to the general public or nongovernmental entities;

(2) A comparison between the physical characteristics and functionality of the comparable commercial product and the subsystem, component, or spare part, including—

(i) For products under paragraph (3)(i) of the "commercial product" definition at FAR 2.101, a description of the modification and documentation to support that the modification is customarily available in the marketplace; or

(ii) For products under paragraph (3)(ii) of the "commercial product" definition at FAR 2.101, a detailed description of the modification and detailed technical data to demonstrate that the modification is minor (e.g., information on production processes and material differences); and

(3) The national stock number (NSN) for the comparable commercial product, if one is assigned, and the NSN for the subsystem, component, or spare part, if one is assigned; or

(4) If the Offeror does not sell a comparable commercial product to the general public or nongovernmental entities for purposes other than government purposes, the Offeror shall—

(i) Notify the Contracting Officer in writing that it does not sell such a comparable product; and

(ii) Provide the Contracting Officer with a comparison of the physical characteristics and functionality of the most comparable commercial product in the commercial market.

(C) For items priced based on a catalog—

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(D) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(E) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(F) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent

records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-1 of FAR 15.408-2, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-1 are incorporated as a mandatory format to be used in any resultant contract, unless the Contracting Officer and the Offeror agree to a different format and change this provision to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-2(c)(1)(ii).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in Defense Federal Acquisition Regulation Supplement (DFARS) 215.402-70(a)(1), 215.404-170, and 234.7002(e).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) If the Offeror redacts data that identifies the customer (see DFARS 234.7002(e)(2)), then the Offeror shall include, for each sale, the following signed statement with the data submitted:

"By submission of this data, the Offeror [Offeror insert company name] certifies that the customer was [Offeror insert one or more of the following as applicable: a government customer; a commercial customer purchasing the same or similar product for governmental purposes (e.g., Federal, state, local, or foreign government); or a commercial customer purchasing the same or similar product for a commercial, mixed, or unknown purpose]."

(4) Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-1 or DFARS 234.7002(e), the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) Offerors shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost data may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) Subcontracts. The Offeror shall insert the substance of this provision, including this paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of—

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in 215-403-3(a); and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

Pursuant to the clause above, please provide the following information:

LINE ITEM 0001: FINGOLIMOD 0.5 MG CAPSULE – 30 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2026) Commercial List Price: _____

Previous (2025) Commercial List Price: _____

2026 Federal Supply Schedule Price: _____

2025 Federal Supply Schedule Price: _____

2026 Federal Ceiling Price _____

2025 Federal Ceiling Price _____

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
- DFARS: https://www.ecfr.gov/cgi-bin/text idx?SID=2a65ee6d124e0949d61d01c7d637b675&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl
- DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

The following additional provisions are incorporated by reference:

PROVISION NUMBER	**TITLE**	**DATE**
FAR		
FAR 52.204-7	System for Award Management—Registration (DEVIATION 2026-O0038)	FEB 2026

FAR 52.217-5	Evaluation of Options (DEVIATION 2026-O0038)	FEB 2026
FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2026-O0038)	FEB 2026
FAR 52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (DEVIATION 2026-O0038)	FEB 2026
FAR 52.233-2	Service of Protest (DEVIATION 2026-O0038)	FEB 2026
FAR 52.240-90	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038)	FEB 2026
DFARS		
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials (DEVIATION 2026-O0031)	FEB 2026
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	NOV 2025
DFARS 252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors (DEVIATION 2026-O0048)	FEB 2026
DFAR 252.215-7996	Notification to Offerors—Postaward Debriefings (DEVIATION 2026-O0048)	FEB 2026
DFARS 252.225-7055	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2026-O0041)	
DFARS 252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region—Representation (DEVIATION 2026-O0041)	FEB 2026
DFARS 252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006, Revision 1)	MAR 2024
DFARS 252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	FEB 2026

DLAD 5452.233-9001 Disputes - Agreement to Use Alternative Dispute Resolution (JUN 2020)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and

approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ☐ . Alternate wording may be negotiated with the contracting officer.

Procurement Notes

L02 Electronic Order Transmission (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:

(ii) American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or

(iii) Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services. Offerors must register on the DLA Internet Bid Board System (DIBBS) (https://www.dibbs.bsm.dla.mil/) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp). Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:
DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil
DLA Troop Support, dlaedigroup@dla.mil
DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the Chief of the Contracting Office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the

contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

Appendix A: Pharmaceutical Prime Vendors

The following list represents the current PPVs as of the date of this solicitation. The Contractor will be given notice via e-mail within 10 business days if a change occurs to the following list:

AmerisourceBergen Drug Co. (CAGE 1XUY5)
1 West 1st Avenue
Conshohocken, PA 19428-1800
POC: Mr. Alex Merritt
Director of Government Accounts
Phone: 312-533-8015
amerritt@amerisourcebergen.com

Cardinal Health (CAGE 00E55)
7000 Cardinal Place
Dublin, OH 43017-1091
POC: Mr. Christopher Duncan
Manager, Government Contract Administration
Cardinal Health
Direct: 847-887-1378
christopher.duncan@cardinalhealth.com

Dakota Drug, Inc. (CAGE 42465)
1101 Lund Blvd
PO Box 877
Anoka, MN 55303
POC: Mr. Kenneth Brandt
Phone: 763-432-4333 x1158
Fax: 763-421-0661
lawdept@dakdrug.com

DMS Pharmaceutical Group Inc. (CAGE 1UNB0)
810 Busse Highway
Park Ridge, IL 60068-2302
POC: Ms. Kelly Darrow, VP Operations
Phone: 847-518-1100 x230
Fax: 847-518-1105
kdarrow@dmspharma.com

McKesson Corp. (CAGE 1MKG3)
6535 State Highway 161

Irving, TX 75039-2402
POC: Ms. Melinda Bell
Phone: 972-446-4109
melinda.bell@mckesson.com

Appendix B: Agency Annual Demand Projections

DESCRIPTION	PCK SZ (BTL)	EST QTY (YR)	UoU
DoW			
FINGOLIMOD 0.5 MG CAPSULE	30	3,192	
VA			
FINGOLIMOD 0.5 MG CAPSULE	30	3,393	Y
IHS			
FINGOLIMOD 0.5 MG CAPSULE	30	0	
BOP			
FINGOLIMOD 0.5 MG CAPSULE	30	58	
TOTAL			
FINGOLIMOD 0.5 MG CAPSULE	30	6,643	