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

1. REQUISITION NUMBER: 1000116210

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE2DH-21-R-0002

6. SOLICITATION ISSUE DATE: 2021 DEC 02

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Yasmeen Turner PDPSHC6

b. TELEPHONE NUMBER (*No Collect calls*): Phone: DSN215-444-57

8. OFFER DUE DATE/ LOCAL TIME: 2026 DEC 01 03:00 PM

9. ISSUED BY — CODE SPE2DH

DLA TROOP SUPPORT
MEDICAL SUPPLY CHAIIN FSH
700 ROBBINS AVENUE
PHILADELPHIA PA 19111
USA

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: 423450

SIZE STANDARD:

11. DELIVERYFOR 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

SEE SCHEDULE

16. ADMINISTERED BY — CODE

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

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 Schedule *(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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Continuation of Blocks from SF 1449

NOTE: Vendor, Contractor, and Offeror are used in this document, and they are interchangeable.

1. Block 8

Offer Due Date/Local Time: **December 1, 2026, at 3:00 pm EST.** This solicitation is a standing solicitation from which the Government contemplates award of contracts for medical equipment, accessories, and consumables. The solicitation will remain in effect five years from the issue date or when it is replaced by an updated solicitation, whichever comes first. Offerors are requested to submit complete proposals for all requirements, including all certifications, as specified in this solicitation. Proposals may be submitted at any time during the open periods of the solicitation.

2. Block 9

› Address and Deliver **"hand-carried"** offers, i.e., delivery by commercial carriers, to**:**

DLA Troop Support
Business Opportunities Office Bldg. 45, First Floor, Wing C, Room C-1047
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation Number: **SPE2DH-21-R-0002**
Opening/Closing Date and Time: **December 2, 2021/ December 1, 2026, at 3:00 pm EST**

Notes:

1. Vendors are required to submit a proposal by commercial carrier for record. All proposals are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors must ensure that the carrier service shall deliver the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

2. In addition, vendors are required to provide an electronic copy to the solicitation official(s), listed on page 83 of the subject solicitation, via email or DoD Safe.

   - DoD SAFE is a web-based tool that provides the capability to securely send and receive large files, including files that are too large to be transmitted via email.
   - For DoDSafe access, please contact the solicitation official(s).

› **"Facsimile"** offers are **not** authorized and shall not be considered for award.

3. Block 10

NAICS CODE: 339112.

4. Block 17a

› Offeror's assigned Data Universal Numbering System (DUNS) Number**:**_____
(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet).

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

5. Block 17b

_____
_____
_____

Remittance Address**:** (if different from Contractor/Offeror address in block 17a of the SF 1449)

Note: Payment will be made via Electronic Funds Transfer (EFT) to the contractor's financial institution. The Government will mail checks to the above address only in the event of an Electronic Funds Transfer (EFT) failure, pursuant to 52.232-33 (which is incorporated by reference at 52.212- 5(b)(34)). The contractor's electronic address is:

6. Blocks 19-24

Item No., Schedule of Supplies/Services, Quantity, Unit.

Medical Equipment is defined as commercial medical equipment used by medical professionals, technicians, and laboratory personnel to perform a treatment, test, or operation, or to provide medical care for a patient. We are soliciting for Medical Equipment, consumables, and accessories. Along with Medical Equipment the following may be offered in a vendor's product offering: training, repair parts, maintenance of the item(s) and routine installation, when applicable. The aforementioned are also within the scope of the solicitation.

See **pages 33-36** of the Statement of Work for examples of the types of Medical Equipment for which offers are being sought.

See proposal checklist located on **pages 84-86** for complete list of required documentation.

The Guaranteed Minimum Dollar Value will be ½% of the Estimated Dollar Value for the First Year or $2,500.00; whichever is higher.

The Estimated Dollar Value and the Maximum Dollar Value for each contract will be established by the Government prior to award of a contract. Contract maximums will be established as part of negotiations with each offeror.

- **STANDING SOLICITATION:** This solicitation will be a standing solicitation for five years. This solicitation will be open from December 02, 2021, through December 01, 2026. The government will retrieve the proposals received from the Business Opportunities Office on an as-needed basis (at least every 2 weeks) beginning 15 days from December 02, 2021, and continuing up to and including the closing date. The intended result of this solicitation is multiple contracts covering the entire spectrum of categories of items required.

- **TERM:** This solicitation is proposed to establish Indefinite-Delivery/Indefinite-Quantity contracts for the offered items. The term of the contract will be for a base term of five (5) years.

The following clause will apply to price adjustments:

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE TWO UPWARD ADJUSTMENTS PER YEAR OPEN SEASON ECATSOLICITATION at **pages 112-118**.

CAUTION NOTICE

This Caution Notice is part of the solicitation and any resultant contract.

A. The Medical Directorate at DLA Troop Support is the inventory control point responsible for purchasing pharmaceuticals, medical, surgical, dental, optical and laboratory supplies and related equipment for U.S. soldiers, sailors, airmen, marines, and veterans-around the world and around the clock. Our primary focus is to support the warfighter in time of war, in peace, during relief efforts, in times of national emergency or in support of our humanitarian operations.

B. This solicitation is being issued as part of a Multiple Award program using the guidance of FAR part 8. The Multiple Award Program Contracts/Delivery Orders are designed to provide logistic support that empowers the customer to select the product that best meets their mission needs using best value ordering procedures.

C. The objective of this solicitation is to establish multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with Medical Equipment vendors for medical supplies and equipment ordered through DLA's Electronic Catalog (ECAT), for delivery to Department of Defense (DoD) and Department of Veterans Affairs (VA) customers worldwide. DLA ECAT customers include DoD military customers, VA customers, and Non-DoD Federal Government customers as well as DLA Troop Support, acting as the customer. Contracts awarded from this solicitation will also support other federally funded customers, and may also support foreign aid requirements, and foreign military sales (FMS).

D. DLA Troop Support intends to award multiple contracts to manufacturers, distributors and other specifically designated sources that support programs. The Government intends to award a contract to all responsible offerors who comply with the terms and conditions of the solicitation and whose prices are determined to be fair and reasonable. Any offeror that takes exception to any term or condition of the solicitation may be excluded from consideration for award.

E. The term of the contracts awarded as a result of this solicitation will be a five (5) year base contract with no options. All contracts awarded as a result of this solicitation will not exceed 60 months. A minimum dollar value guarantee shall be calculated for each successful offeror prior to making an award.

F. DLA Troop Support is the single order entry point under this contract, as the DLA ECAT ordering application program resides at DLA Troop Support. During the term of the contract, DLA Troop Support reserves the right to add or delete customers.

G. This solicitation applies to Government facilities and customers worldwide. Offerors may provide separate pricing for delivery to the following regional categories. These are:

1) the Contiguous United States (CONUS);
2) Outside the Contiguous United States (OCONUS);
3) Alaska, Hawaii, and Puerto Rico (AHP).

Although Alaska, Hawaii, and Puerto Rico are physically located Outside the Contiguous United States, they are treated as a separate region(s) for purposes of contract awards. An offeror may propose to support any or all three AHP locations. The OCONUS region consists of all areas Outside the Contiguous United States other than the AHP region.

CONUS and AHP catalogs are direct shipment; and OCONUS via a consolidation point -in rare instances it may be appropriate to utilize a direct shipment catalog for OCONUS customers and this will be handled on a case-by-case basis.

H. Offerors are required to submit their past year's history of sales to DoD, VA, and to other Federal Government agencies as detailed on page 1**10** of this solicitation with your offer.

I. Offerors are required to provide an Electronic Commerce ("EC") Implementation Plan as detailed on page **82** of this solicitation with your offer.

J. Offerors are required to submit other than certified cost and pricing data in accordance with clause 52.215-20 *Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010), Alternative IV (OCT 2010)* as detailed on pages **109-111** of this solicitation with your offer.

K. An initial assessment of all proposals submitted prior to the closing date and time will be performed within a reasonable amount of time after offers are retrieved from the Business Opportunities Office to determine completeness. The proposals will be reviewed in an order established by DLA and compared to the checklist found on pages **84-86** of this solicitation. Upon evaluation of the proposal, the Contracting Officer will make a determination as to whether the offeror has an understanding of the solicitation requirements sufficient enough to move forward. If the Contracting Officer determines that the offeror has not demonstrated an understanding of the solicitation requirements, he/she may determine the proposal to be non-compliant and may return the proposal without further evaluation.

L. Where Food and Drug Administration (FDA) approval is applicable to the item(s) offered and/or provided to customers, products offered and/or provided to customers in response to this solicitation must be FDA approved. DLA may also consider including on awarded contracts items which do not have FDA approval but have received Emergency Use Authorization (EUA) from the FDA. If an item being offered has EUA from the FDA, the contractor must indicate this to DLA. DLA will then determine whether including the EUA item on contract is appropriate and, in the Government's, best interest.

M. DFARS Clause 252.225-7021, Trade Agreements (Class Deviation 2020-O0019) (JUL 2020) applies to this solicitation.

N. **CONTRACTOR CODE OF BUSINESS ETHICS DLA TROOP SUPPORT**

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).

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 Clause 52.212- 4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

ADDENDUM TO 52.212-4:

The following paragraphs of 52.212-4 are amended as indicated below:

Addendum to FAR 52.212-4:

The following paragraph(s) of FAR 52.212-4 are amended as indicated below:

1. **Paragraph (i), *Payment***

Delete paragraphs (i)(1) and (i)(2) of FAR 52.212-4 in their entirety and substitute the following***:***
(i)(1) Fast Payment procedures apply to all orders, which are for deliveries that are sent directly from the vendor to customer, valued at $35,000.00 or less (except as stated below), issued against this indefinite-delivery contract. The government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, if shipped by other means), to the point of first receipt by the Government.

FAR 52.213-1, Fast Payment Procedure (May 2006) is incorporated by reference and applies to all delivery orders, which are for deliveries that are sent directly from the vendor to the customer, valued at $35,000.00 or less (except as stated below). For these orders, the terms and conditions of FAR 52.213-1 apply notwithstanding any inconsistent terms and conditions in FAR 52.212-4. Therefore, all paragraphs of FAR 52.212-4, including (a), (j), (n), and (p), will be superseded whenever and to the degree their application is inconsistent with FAR 52.213-1.

Fast Pay Procedures <u>DO NOT APPLY</u> to the following Army Medical Material Management Agreement (AMMA) Customers:

DoDAAC		DoDAAC	
W45MXE	W2DN BROOKE ARMY MED CTR HOSPITAL SUPPLY ACCOUNT 3851 ROGER BROOKE DRIVE BLDG 3600 JBSA FORT SAM HOUSTON TX 78234-6200	**W42NU3**	W2NK MEDDAC MED SUPPLY ACCT 7606 VIRGINIA AVENUE BLDG 4372 FORT POLK LA 71459-5110
W33BRA	W2L3 MEDDAC MED SUPPLY ACCT BLDG 9222 BASS ROAD FORT BENNING GA 31905-6006	**W55CWA**	W2P0 USA MEDDAC FT RILEY 600 CAISSON HILL RD CL VIII FORT RILEY KS 66442-5037
W51HVA	W2P1 USA MEDDAC FT CARSON US ARMY MEDICAL DEPT ACTIVITY 7500 COCHRANE CIR FORT CARSON CO 80913-5207	**W44DQ6**	W2NV USA MEDDAC FT SILL INSTALLATION MEDICAL SUPPLY ACCT 3009 NW WILSON ST FORT SILL OK 73503-9042
W16BFB	W4U2 USA MEDDAC FT DRUM MED SUP ACCT LOG DIV BLDG P11050B MT BELVEDERE BLVD FORT DRUM NY 13602-5004	**W33DME**	W2MS USA MEDDAC FT STEWART BLDG P 302 1061 HARMON AVENUE FORT STEWART GA 31314-5674
W34GNC	W2L8 USA MEDDAC FT CAMPBELL BLANCHFIELD ARMY COMM HOSP 2434 20TH STREET FORT CAMPBELL KY 42223-5349	**W36N0P**	W2L6 WOMACK ARMY MED CTR WOMACK ARMY MEDICAL CTR BLDG 2817 REILLY ROAD FORT BRAGG NC 28310-5000
W45NQ8	W2M5 MEDDAC MED SUPPLY ACCT MEDICAL SUPPLY OFFICER DACH BLDG 36000 RM 0002 FORT HOOD TX 76544-5063	**W45PEA**	W0Q3 BEAUMONT ARMY MED CTR BIGGS ARMY AIRFIELD 11156 EDWARDS STREET FORT BLISS TX 79918-8006
W22PEZ	W2LA MEDDAC SPLY ACCT FT KNOX 289 IRELAND AVE NUE BLDG 851 FORT KNOX KY 40121-5520	**WX3JN7**	W0TC TRIPLER ARMY MED CTR ACCOUNTABLE OFFICER BLDG 161 KRUKOWSKI RD TRIPLER AMC HI 96859-5000
W68MX4	W0Q1 MADIGAN ARMY MED CTR MEDICAL SUPPLY ACCT BLDG 9665 SEC 1 FORT LEWIS WA 98433-5000	**WT4J8S**	W6R1 USA MED MATERIEL CTR KORE BLDG 709 CAMP CARROLL WAEGWAN KR 718800 KOREA, SOUTH
W91R2L	W05J USA MED MATERIEL AGCY OPERATION ENDURING FREEDOM AL SAYLIYAH DOHA QA QATAR	**WK4FV1**	W0CC USA MED MAT CTR EUR RECEIVING BLDG 4171 HUSTERHOEH KASERNE PIRMASENS DE 66953 GERMANY

(i)(2) Prompt Payment procedures apply to all orders issued against this indefinite-delivery contract to which Fast Payment procedures do not apply. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

The contractor may dispute payment of an invoice within the twelve months immediately following the date of such payment by the government. If the contractor does not dispute a particular invoice within this twelve-month period, the contractor waives its right to dispute that invoice.

52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (SEP 2021) FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553)

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate*.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_**X**_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_**X**_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

_**X**_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

__ (ii) Alternate I (MAR 2020) of 52.219-3.

_**X**_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020)

(if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (MAR 2020) of 52.219-4.

__ (13) [Reserved]

__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

_**X**_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

_**X**_ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

_**X**_ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JUN 2020) of 52.219-9

__ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

__ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

_X_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

_X_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).

_X_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

_X_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

_X_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

_X_ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

_X_ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (JUL 2014) of 52.222-35.

_X_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (JUL 2014) of 52.222-36.

_X_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

_X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X_ (35) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_**X**_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

_**X**_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (OCT 2015) of 52.223-13.

__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of 52.223-16.

_**X**_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O.13513).

_**X**_(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

_**X**_(46) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act

(JAN 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (JAN 2021) of 52.225-3.

__ (iii) Alternate II (JAN 2021) of 52.225-3.

__ (iv) Alternate III (JAN 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

_**X**_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

_X_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021)

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_X_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

_X_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. __**X**__ FAR 52.203-3, Gratuities (APR 1984)
2. __**X**__ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. __**X**__ DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
4. __**X**__ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5. __**X**__ DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)
6. _____ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (MAY 2016)
7. __**X**__ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (MAY 2016)
8. __**X**__ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
9. __**X**__ DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)
10. __**X**__ DFARS 252.211-7006, Passive Radio Frequency Identification (DEC 2019)
11. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
12. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
13. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
14. _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
15. DFARS 252.215-7008, Only One Offer (JUL 2019)
16. __**X**__ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) - Basic (DEC 2019)
17. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (MAY 2019)
18. __**X**__ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
19. _____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (NOV 2014)
    a. _____ Alternate I (NOV 2014) of 52.225-7000
20. _____ DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2017)
    a. _____ Alternate I (NOV 2017) of 252.225-7001
21. _____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
22. _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019)
23. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
24. __**X**__ DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)
25. __**X**__ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
26. __**X**__ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
27. _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2020)
28. _____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2020)
29. __**X**__ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)
    a. _____ Alternate I (NOV 2014) of 252.225-7020
30. __**X**__ DFARS 252.225-7021, Trade Agreements (Class Deviation 2020-O0019) (JUL 2020)
    a. _____ Alternate II (SEP 2019) of 252.225-7021
31. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)

32. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
33. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
34. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
35. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
36. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)

37. __**X**__DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
38. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2014)
    a._____Alternate I (NOV 2014) of 252.225-7035
    b. _____Alternate II (NOV 2014) of 252.225-7035
    c._____Alternate III (NOV 2014) of 252.225-7035
    d. _____Alternate IV (NOV 2014) of 252.225-7035
    e._____Alternate V (APR 2019) of 252.225-7035
39. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2017)
    a. _____Alternate I (DEC 2017) of 252.225-7036
    b. _____Alternate II (NOV 2014) of 252.225-7036
    c. _____Alternate III (DEC 2017) of 252.225-7036
    d. _____Alternate IV (DEC 2017) of 252.225-7036
    e. _____Alternate V (DEC 2017) of 252.225-7036
40. _____ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)
41. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
42. __**X**__ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
43. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
44. __**X**__DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
45. __**X**__DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016),
46. __**X**__DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
47. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)
48. __**X**__DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
49. __**X**__DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
50. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
51. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
52. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (FEB 2019)

53. _____ DFARS 252.239-7018, Supply Chain Risk (FEB 2019)
54. __**X**__ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
55. __**X**__DFARS 252.244-7000, Subcontracts for Commercial Items (JAN 2021)
56. _____ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
57. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
58. _____ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
59. __**X**__DFARS 252.247-7022, Representation of Extent of Transportation by Sea (JUN 2019)
60. __**X**__DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019).
    a. _____Alternate I (FEB 2019) of 252.247-7023.
    b. ._____Alternate II (FEB 2019) of 252.247-7023
61. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
62. _____ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
63. _____ DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018)
64. _____ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
2. DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)
3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)
4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
7. DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019)

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The following additional clauses are set forth in full text:

52.216-18 Ordering (AUG 2020) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _*date of contract award* through *contract expiration*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) FAR

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert *None)*	Identification No.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.223-7001, HAZARD WARNING LABELS (DEC 1991) DFARS

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

(c) The offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None)	ACT

(d) The apparently successful offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

52.233-9001, DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

(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.

52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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/index.html
- DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
- DLAD: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

The following are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation (JAN 2017) FARS
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011) FAR
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014) FAR
252.204-7003	Control of Government Personnel Work Product (APR 1992) 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 (MAY 2019) DFARS
52.211-17	Delivery of Excess Quantities (SEP 1989) FAR
52.213-1	Fast Payment Procedure (MAY 2006) FAR (FAR 52.213-1 only applies to certain orders placed against awarded contracts. See pages 9-10 of the Solicitation for information on the application of FAR 52.213-1)
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2017)DFARS
52.232-11	Extras (APR 1984) FAR

52.232-17	Interest (MAY 2014) FAR
52.232-39	Unenforceability of Unauthorized Obligation (JUN 2013) FAR
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop Work Order (AUG 1989) FAR
252.243-7001	Pricing of Contract Modifications (DEC 1991) DFARS
52.246-2	Inspection of Supplies – Fixed-Price (AUG 1996) FAR
52.247-34	F.O.B. Destination (NOV 1991) FAR
252.225-7974	Prohibition on Contracting with Persons that have Business Operations with the Maduro Regime (FEB 2020) DFARS
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (OCT 2020) DFARS
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020) FAR
52.227-1	Authorization and Consent (JUN 2020) FAR
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020) FAR
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (Deviation 2020-O0015) (MAY 2020) DFARS
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2020-O0015) (MAY 2020) DFARS
52.222-19	Child Labor—Cooperation with Authorities and Remedies. (DEVIATION 2020-O0019) (JUL 2020) FAR
52.233-1	Disputes (MAY 2014) FAR
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021) DFARS

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Addendum

The following additional clauses are set forth in full text:

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

(a) Definitions. As used in this provision—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of

Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
(b) The permissible variation shall be limited to:
__0__ percent increase
_ 0 __percent decrease
This increase or decrease shall apply to all products _____.

Note: See pages **33-36** of the Ordering/Confirmation section of the Statement of Work of this solicitation for additional information.

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than ____*_____, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

* - The Government's minimum order amount is $25.00, unless the offeror requests a different amount that is reasonable, and the Government agrees to it.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $2,400,000,000.00.
(2) Any order for a combination of items in excess of $2,400,000,000.00; or
(3) A series of orders from the same ordering office within __N/A__ day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

The maximum dollar value of awarded contracts is independent from the maximum order limitations, and that the maximum order amounts in FAR 52.216-19 do not increase or otherwise effect the maximum dollar value of awarded contracts.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __1__ day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 45 days after expiration.

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020) FAR

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [_] is [_] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [__] a full exemption, or [__] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019) DFARS

(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.

(End of provision)

252. 204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021)

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.

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).

(End of provision)

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STATEMENT OF WORK

I. GENERAL INFORMATION

A. OVERVIEW

1. The Department of Defense (DoD), Defense Logistics Agency Troop Support, the Medical Supplier Operations Directorate is the inventory control point responsible for the acquisition and management of Medical/Surgical, Laboratory, Dental, Optical, Manufacturer Direct, and Medical Equipment supplies for customers located in the Contiguous United States (CONUS) and Outside Contiguous United States (OCONUS).

2. The intended result of this solicitation is multiple long-term Indefinite-Delivery Indefinite- Quantity contracts with a base term of five years.

3. This solicitation will be a standing solicitation for five years. This solicitation will be open from **December 2, 2021 – December 1, 2026.** The government will retrieve the proposals received from the Business Opportunities Office on an as-needed basis (at least every 2 weeks) beginning 15 days from December 2, 2021, and continuing up to and including the closing date.

B. CUSTOMERS

1. This contract will be used to support DoD and federally funded non-DoD CONUS and OCONUS customers as well as DLA Troop Support, acting as the customer. The catalog items available under the resultant contracts will be accessed by authorized ordering locations worldwide. The Government reserves the right to add or delete ordering facilities anytime during the contract period. Contracts awarded from this solicitation will support VA customers, and may also support foreign aid requirements, and foreign military sales (FMS).

2. CONUS customers are defined as those located within the 48 contiguous United States and the District of Columbia. OCONUS customers are defined as those located outside the contiguous United States. Although Alaska, Hawaii, and Puerto Rico are physically located Outside the Contiguous United States, they are treated as a separate region(s) for purposes of contract awards. An offeror may propose to support any or all three AHP locations.

C. ELECTRONIC CATALOG SYSTEM (ECAT)

DLA Troop Support shall operate and manage the DLA Electronic Catalog System (ECAT). All catalog updates, changes, or deletions will be processed by the DLA Troop Support Contracting Officer.

II. BASIC REQUIREMENTS

A. ELECTRONIC CATALOG SYSTEM (ECAT)

1. The contractor agrees to use the ECAT system to display its catalog for items available to all authorized users.

2. The contractor agrees to let all authorized users of the system view any information displayed in the system.

3. The contractor agrees to permit authorized users to order from its catalog using the ECAT system. DLA Troop Support reserves the right to place manual orders under this contract.

4. All items will be identified by the manufacturer's name and part number and conform to the manufacturer's specifications.

5. Refurbished or used products will not be accepted.

6. In order to support our customers' requirements, we are encouraging offerors to submit their entire commercial product lines. If an offeror currently supports Deployable Medical System (DEPMEDS) items that are within the scope of the solicitation, and they are part of their commercial catalog, they are encouraged to submit these with their offer. In the event that DEPMEDS items are offered, the orders may require special markings, such as the National Stock Number (NSN) and Transportation Control Number (TCN).

7. The items within scope of this solicitation are commercial medical equipment used by medical professionals, technicians, and laboratory personnel to perform a treatment, test, or operation, or to provide medical care for a patient. The scope of the solicitation also includes consumables and accessories for commercial medical equipment. Also includes within the scope of the solicitation is medical simulation equipment used for training purposes.

   The equipment includes, but is not limited to, the following:

   1. Hospital Supply Division Equipment

      a. Examination tables/surgical tables
      b. Hospital beds/chairs/stretchers
      c. Laboratory analyzers
      d. Repair parts for medical equipment
      e. Litters
      f. Sterilizers
      g. Medical refrigerators and other medical storage systems
      h. Ophthalmic equipment
      i. Dental equipment
      j. Medical simulation equipment that is used for training purposes

   2. Capital Equipment Division Equipment

      a. Pulse oximeters
      b. Aspirators
      c. Infusion pumps
      d. Suction apparatus
      e. Resuscitators
      f. Medical lasers
      g. Dental X-Ray systems (Digital), including Cone Beam systems, notwithstanding the exclusion below, which excludes all other Radiology systems as described. Consumables and accessories for Dental X-Ray systems are also included in the scope of the solicitation.
      h. Robotic surgery systems

Along with these items, the following may be offered and may be included in a vendor's product offering: training, repair parts, maintenance of the item(s) and routine installation, when applicable. The aforementioned are also within the scope of the solicitation.

Under this solicitation the following items are **excluded**:

1. All Radiology and Imaging systems including, but not limited to, fixed DR X-ray, portable DR X-Ray, mobile X-Ray, Radiographic X-Ray, Radiographic/Fluoroscopic X-Ray (RF), Digital RF, Computed Radiography (CR), C-Arms, Special Procedures Room (enhanced RF), Angiography, Cardiac Cath Labs, Computed Tomography (CT), Positron Emission Tomography (PET)-CT, Magnetic Resonance (MR), MR-PET, Ultrasound, Nuclear Medicine, Urological X-Ray, Workstations for Radiology and Imaging systems, Radiology Glassware, Magnetoencephalography (MEG), Cyclotrons and Mammography.
2. Radiation Oncology (Radiation Therapy), Lithotriptor systems, Radiology Picture Archiving and Communication System (PACS) including PACS software, equipment, and maintenance of Radiology PACS, Patient Monitoring Equipment, Defibrillators, Ventilators, Anesthesia apparatus, and Electrocardiographs.
3. Furniture items not used in patient care are excluded from this solicitation, including but are not limited to: Patient hospital room furniture, modular furniture systems, nurse's stations, credenzas, hutches, night tables, armoires, etc.
4. Pharmacy Automation Systems and Integrated Operating Room Equipment (IOR).
5. Extended and turnkey installation (e.g., site preparations) are not authorized under this solicitation.
6. Med/surg sets/kits, standalone surgical instruments, bandages, gowns, etc.…that are not directly associated with, or part of an equipment item or system are excluded.

B. CATALOG ADDITIONS, DELETIONS, AND CHANGES

1. Requests for catalog additions shall be submitted to the Contracting Officer. The contractor may request additions on a quarterly basis. Prior to adding a new item, the Contracting Officer must determine the vendor's price fair and reasonable by 1) verifying its list price for the item(s) being added, 2) comparing the proposed ECAT price to VA FSS, GSA, DAPA or other Government or commercial pricing, 3) reviewing a submission of commercial sales invoices for a sampling of the items being offered (the number of invoices is determined by the Contracting Officer). When requesting the addition of a new item, the contractor must submit required documentation to the Contracting Officer that contains the same information required in the proposal submission and established under the resultant contract. The file submitted for the addition of new items must also include the list price, and associated discount percentage or discount code for the item. The Contracting Officer has discretion to request and rely on additional or alternative information to determine if an offered price is fair and reasonable.
2. The vendor will be given a reasonable amount of time to add a requested item(s) or product line(s) to its ECAT catalog. Addition requirements listed under B.1 are still required for items requested by the Government. If the firm is unwilling or unable to add the requested item(s) or product line (s) within 30 days, it shall notify the Government, in writing, of its intent not to add the requested product(s). These requests are in response to the Product Sourcing Request (PSR) Program, this is an online sourcing request systems for customers.

3. Items determined by the Contracting Officer to not have a fair and reasonable price will not be added to the ECAT catalog.

4. Item deletions may be requested at any time by sending the Contracting Officer a spreadsheet containing the Manufacturer's Name, Manufacturer's Part Number, Supplier Name, Supplier Part Number, Line-Item Number, and Line-Item Action (D). Only the item master sheet shall be filled out for this action.

5. Changes to a field, must be completed as an update. This action will be completed on the item master or price offer sheet located in the loader. This applies for any updates to a part number such as product description, product name, unit of issue etc. The vendor must submit a request to delete the item and then submit a separate request to add the item containing the new information only when the part number for an item is changing. Other than certified cost and pricing data may be necessary for these submissions.

III. CONTRACT PRICING

A. All prices shall be FOB Destination and fixed at time of contract award for a five-year period, unless otherwise specified.

    1. Price Decrease: It is the responsibility of the contractor to pass all price decreases in accordance with the Economic Price Adjustment terms contained in the contract.
    2. Price Increase: The Contracting Officer will entertain price increases in accordance with the Economic Price Adjustment terms contained in the contract.
    3. Additionally, it is the responsibility of the contractor to ensure that the unit price of the item matches the contractor's current contract price prior to acknowledgement of an order.

B. The Contracting Officer will entertain price increases in accordance with the Economic Price Adjustment text contained in the contract.

C. Orders received at such time the pricing is being evaluated for an increase must be filled at the price at time of order. The vendor will be required to honor orders at the lower price until price increases have been processed and loaded into the vendor's ECAT catalog.

D. Special or Discounts – Contractors may offer "specials" or "discounts" at any time during the term of the contract. Once the "special" or "discount" period expires, MediPrice, the ECAT contracting management system, will revert the pricing back to its original contract price.

E. Trade-In Policy – Contractors may offer "trade-ins" of existing equipment at any time during the term of the contract. If our customer has an item to trade-in, either DLA Troop Support and/or the customer will contract the contractor to determine the terms and conditions of the trade-in at time of inquiry. If the contractor offers a trade-in under the existing contract, the terms and conditions of the trade-in must be forwarded to the Contracting Officer. The letter (or quote) must state at a minimum the Model Number of the trade-in and the dollar credit for the trade-in towards the purchase of the new equipment. The letter (or quote) must be signed by the Contractor.

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IV. ORDERING/CONFIRMATION

The contractor shall accept, on a daily basis, individual delivery orders from authorized users. The contractor shall package each delivery order separately for shipment to the delivery point cited on the electronic delivery order.

1. The contractor shall accept receipt of all electronic orders 24 hours a day, 7 days a week. If the contractor is late to acknowledge orders consistently, this could affect their contract performance evaluation.

2. The contractor shall provide an electronic order acknowledgement, which confirms orders at the line-item level, within 24 hours following transmission of the order. Order acknowledgments may be transmitted 24 hours a day, 7 days a week. Any order received on Friday after 5:00 p.m. contractor's local time, or on a Saturday, Sunday or a Federal Holiday (see the following for a list of Federal Holidays:

   http://www.opm.gov/Operating_Status_Schedules/fedhol) shall be treated as orders received the next business day.

3. All ECAT orders are currently accepted on a "Fill or Kill" basis. No backorders are permitted at this time. "Fill or Kill" is defined as follows: If an order for a line item cannot be filled by the contractor, when ordered the contractor can partially fill the line, however, the remaining quantity must be "killed or cancelled". Items will not be placed on backorder. When a contractor cannot fill at least 50% of the line quantity ordered, recommend rejecting (killing) the entire line.

V. DELIVERY

1. Contract pricing shall be provided F.O.B. Destination for all catalogs, inclusive of all packaging, shipping, and handling costs.

2. There are two methods of material delivery:

   i. **Direct Vendor Delivery (DVD):** Requires contractors to deliver directly to the customer.

   ii. **Consolidation Point:** Requires contractors to deliver to a CONUS consolidation or transshipment cross dock.

3. The contractor shall specify the delivery lead-time from order placement for each item being offered in their ECAT catalog(s).

Direct Vendor Delivery

i. CONUS deliveries are to destinations inside the 48 contiguous United States and the District of Columbia. Contractors shall determine delivery lead-time based on meeting such time for any CONUS delivery site. The Government's desired delivery is 5 days or less from receipt of order for all CONUS facilities.

ii. OCONUS deliveries are to destinations outside the 48 contiguous United States; and are routinely shipped to a Consolidation Point. However, contractors may elect to also support OCONUS via DVD. Contractors shall determine the delivery lead-time based on meeting such time for any OCONUS delivery site. The Government's desired delivery is 12 days or less from receipt of order for all OCONUS facilities.

iii. AHP deliveries, although they are physically located Outside the Contiguous United States, are treated as a separate region(s) for purposes of contract award. Contractors shall determine the delivery lead-time based on meeting such time for any AHP delivery site. The Government's desired delivery is 12 days or less from receipt of order for all AHP facilities.

Consolidation Point

i. OCONUS orders with shipment to a consolidation point. The CONUS destination for these orders will be provided in the issued delivery order. Contractors shall determine the delivery lead-time based on meeting such time for any consolidation point. The Government's desired delivery is 5 days or less from receipt of order for all OCONUS facilities via the consolidation point.

ii. With use of the consolidation point for OCONUS facilities there are additional requirements for hazardous products to the designated military air terminal:

The items shall be packaged for overseas delivery in accordance with the requirements outlined in this solicitation. Vendor must go to https://vsm.distribution.dla.mil to access the Vendor Shipment Module (VSM). VSM is a DLA Enterprise wide, web based, system that improves cargo movement from DLA vendors to customers while providing In-Transit Visibility. It streamlines movement through utilization of DLA routing/addressing logic and integrates shipments into the Defense Transportation System (DTS). Vendors can then click on the "New Vendor Application" button on the left-hand side. This will bring up the application screen, which should take no more than 5 minutes to complete. The application will be reviewed, and approval will be sent within 48 hours. Once vendors have received their user ID and password, this system will create MSLs for all of their DLA purchase orders. For training and support for this website, or any questions call the number below.

DLA Transportation Division J3-OS
Com'l: 1-800-456-5507
Email: delivery@dla.mil
https://vsm.distribution.dla.mil

The contactor is also required to complete the shipper's Declaration for Dangerous Goods (Commercial).

See the paragraph X *PRESERVATION, PACKAGING, PACKING, LABELING AND MARKING (PPPL&M) outlined below* in this solicitation for more information regarding packaging and shipment.

VI. INVOICING

A. The vendor is not prohibited from filling an order from more than one warehouse or multiple source locations. However, all items confirmed under the same delivery order acknowledgment must be listed on one packing slip, even if the items are shipped from separate locations.

B. Only detailed invoices are acceptable. Each line item must be listed separately on the invoice.

VII. ELECTRONIC COMMERCE REQUIREMENTS

There are two order communication strategies available for ECAT. ECAT employs the American National Standards Institute (ANSI) X12 EDI standards and Web Supplier Interface (Supplier Order Management (SOM) to facilitate electronic commerce (EC). The offeror has the option to use either one of the strategies or a combination of the communication strategies.

I. **Supplier Order Management Requirements** – ECAT offers a browser-based supplier interface to allow offerors to respond to orders without using EDI transactions. The Supplier Order Management guide is located at https://www.medical.dla.mil/Portal/ECAT/EcatHome.aspx under the ECAT tab (subheading "Info for Suppliers").

1. The contractor will receive an e-mail notification of any new orders. The contractor must then log into ECAT, with a user ID supplied by DLA Troop Support, to view the order(s). The contractor shall acknowledge the order(s), provide an estimated shipping date, shipping company, and tracking number within the ECAT software, which in turn will update the customer's status.

2. Contractors must have an Internet connection and Web Browser.

3. The contractor shall submit **one invoice or multiple invoices per delivery order** through the Supplier Order Management link. In using this option, the contractor is required to verify that the invoice amount displayed in ECAT is correct, input an invoice number and click the submit button. ECAT will ensure the detailed invoice is generated and sent to DFAS. Payment will be made after receipt of a valid invoice. Payment will be made via Electronic Funds Transfer (EFT) to the contractor's financial institution.

Note: Access to submit an invoice will not be made available unless tracking information on the delivery order has been completed.

4. In order to take advantage of invoicing through ECAT, the contractor must register with Wide Area Workflow (WAWF). After registering with WAWF, the contractor must inform the DLA Troop Support Contracting Officer to have invoicing capability enabled for your ECAT account. Prior to obtaining WAWF account you must verify that your company is registered in the System for Award Management (SAM), and that your company's CAGE Code is active in WAWF. All WAWF users must complete the WAWF Self-Registration Form online at https://wawf.eb.mil.

II. **Electronic Data Interchange (EDI) Requirements** – The ECAT system employs the American National Standards Institute (ANSI) X12 EDI standards to facilitate electronic commerce (EC). If a contractor chooses to implement using EDI, at the time of award all transactions shall comply with ANSI X12 release 4010. The contractor's Value-Added Network must use and support priority processing of all EDI transactions 24 hours a day, 7 days a week. The EDI Guide is located at https://www.medical.dla.mil/Portal/ under the ECAT tab (subheading "Info for Suppliers").

1. The offeror shall demonstrate the ability to use ANSI X12 EC/EDI 4010 standards in the following areas:
    - 850 Purchase Order
    - 855 Purchase Order Acknowledgement
    - 810 Invoice
    - 856 Receiving Report
    - 857 Invoice/Receiving Report Combo
    - 997 Functional Acknowledgement

i. The contractor has the option of using the 857-transaction set in place of the 856 and 810 transaction sets. If you elect to use the 857-transaction set, you will still need the capability to send the 856 and 810 transaction sets. The 857 cannot be resent. In the event of a failed transaction, you will need to login to the WAWF website to correct the issue and resubmit the document or send an 856 and/or 810 depending on which portion of the 857 was rejected by WAWF.

ii. The contractor shall provide the Functional Acknowledgement (997) to DLA Troop Support in response to the contractor's receipt of the ANSI X12 850 (Purchase Order). DLA Troop Support shall provide the 997 to the contractor in response to DLA Troop Support's receipt of the ANSI X12 855 (Purchase Order Acknowledgment) and the ANSI X12 810 (Invoice).

iii. Additional functionality provided through the use of other ANSI X 12 transaction sets may be required in the future.

2. All ANSI X12 transaction sets shall be transmitted via a third-party network VAN. The selected third-party network must have the ability to connect to DLA Troop Support though the "Government EC Infrastructure." Therefore, all ECAT ANSI X12 transaction will be sent through DLA Transaction Services. Once the offeror has chosen a third-party network to transmit, translate, or carry data between the contractor and DLA Troop Support, the third-party network shall be identified to the Contracting Officer so that the Government can verify the acceptability of the VAN. A listing of acceptable VAN's for the perspective of their ability to connect to DLA Transaction Services is available at https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla. The contactor is responsible for the costs of its third-party network. DLA Troop Support must be informed of any change in the contractor's use of a specific third-party network.

3. The contractor shall provide their own computer hardware and software necessary to receive and transmit all ANSI X12 transaction sets.

4. Any contractor that chooses EDI implementation shall also be required to use Supplier Order Management to back up EDI failures, down time, resolve invoice rejections, or other EDI problems.

Note: Only one method (EDI or SOM) can be used to submit all invoices per delivery order.

5. The contractor shall electronically submit **one invoice or multiple invoices per delivery order** to the payment office cited in the contract. The contractor shall cite the assigned delivery order number consisting of 17 alpha/numeric characters, e.g., SPM20099D9635AA01, in its entirely on the electronic invoice. The Government shall pay the contractor after receipt of a valid invoice. Payment will be made via electronic funds transfer (EFT) to the contractor's financial institution. Although the Government will assist in resolving invoicing problems, the Government will not be responsible for invoices submitted in error or not according to protocol.

If the contractor elects to utilize EDI, the contractor shall successfully complete all required EDI testing with DLA Troop Support before use of EDI functionality. However, the contractor has the option of using Supply Order Management prior to completion of EDI Testing.

III. **EDI Testing Point of Contracts (POCs)** – EDI Testing for the 850/855 will be handled by the EDI Office (J6-PSS). All vendors are required to contact DLA Information Operations Philadelphia to establish a Trading Partner relationship with ECAT. Please contact Madeline Pera, DLA Troop Support-J6-PSS by phone at (215)737-5426, or email at Madeline.Pera@dla.mil, to initiate the testing process or for connectivity set-up issues. Please have the following information available prior to contacting Ms. Pera:

- Government Contract Officer Name and Phone Number
- Contract Number, DUNS Number and CAGE Code
- POC for your VAN

Once a Trading Partner relationship has been created, contact Bradley Steiner at (215) 737-0304 or the ECAT Technical Helpdesk at (215) 737-5020 or email DSCPecattech@dla.mil to arrange for testing the EDI 850 and 855 transaction sets.

EDI Testing for the 810/856/857 will be handled by the Joint Interoperability Testing Command Office (JITC). The JITC office works with all vendors to test EDI transactions sent to WAWF. Contact Sue Swaggerty, susan.l.swaggerty2.ctr@mail.mil, or Jerolyn Melendez, jerolyn.r.melendez.ctr@mail.mil, to coordinate testing. They will put you in direct contact with vendor support.

IV. **Electronic Catalog Submission**– The contractor must submit their entire electronic catalog with the mandatory fields populated before award of the contract. The Government reserves the right to reject any proposal if it determined that the contractor is not progressing in providing an electronic catalog.

VIII. CUSTOMER SERVICE REQUIREMENTS

A. Inspection and acceptance of all supplies will be performed at the receiving facility after the material has been received by an authorized receiving facility representative. Note, the "receiving" facility is not the MAB location, military air terminal, or other intermediate transit point for OCONUS locations. The disposition of any discrepancies shall be as agreed upon by the receiving facility and the contractor. If a resolution cannot be reached, DLA Troop Support may intervene for assistance.

B. The contractor shall provide only dated/limited shelf-life products bearing an expiration date/shelf life with at least 12 months remaining upon delivery to the ordering facility. For those products that have an initial expiration date/shelf life of 12 months or less, the contractor shall provide products with at least 75% of the dating/shelf life at time of delivery.

C. PRODUCT CORRECTION, REMOVAL OR RECALL:

If any product awarded under this solicitation requires correction as defined by the FDA, is removed or recalled by the contractor or manufacturer due to defects in the product or potential dangers, or if any required correction, removal, or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor or manufacturer:

a. All the following offices and points of contact should be emailed a notification:

1. Each individual Customer POC on any referenced orders for the product, regardless of whether or not delivery and/or acceptance has already been made.
2. DLA Contracting Officer cited in any delivery orders for the product, regardless of whether or not delivery/and or acceptance has been made.

b. The following information must be provided in each individual notification that is forwarded to all above offices and points of contact:

1. Complete item description and/or identification, the contract number and delivery order numbers
2. Reasons for modifications, removal, or recall.
3. Proposed offers for return for credit, replacement or corrective action shall be forwarded to the customer POC and Contracting Officer, for consideration by the Government.

c. The vendor will be responsible for all costs associated with a recall or other action described in this paragraph. The contractor shall adhere to all FDA regulations for product recall notifications and other actions covered by this paragraph. Product recall notification and other notifications described in this paragraph, must be made immediately after initiation of the recall or other action by the FDA, manufacturer and/or the contractor. In no cases may notification be made in more than 48 hours.

D. RETURN OF GOODS POLICY: Offerors may provide their normal Return of Goods Policies with their proposals. Any Return Policy provided by an offeror will be reviewed by DLA to determine if its terms are reasonable and if it is acceptable to the Government. This will include a review of the amount of any fees associated with the Return of Goods Policy, to determine if the amount of those fees is fair and reasonable. The offeror must submit rationale, including commercial practice, for any fees to substantiate them as fair and reasonable. Offerors will be informed if their normal Return of Goods Policy is acceptable, and that it will be applied to the awarded contract. If a Return of Goods Policy is not provided, the contractor shall accept returns of goods under the following conditions:

1. products shipped in error,
2. products damaged in shipment,
3. products with concealed shipping damages,
4. products that are recalled,
5. products that do not meet the expiration/shelf-life dating requirements of the contract,
6. products shipped at incorrect temperatures,
7. products shipped after contractual delivery lead-time where a customer has previously indicated, and notified the vendor, that an order is to be cancelled.

RESTOCKING POLICY: Vendors may provide in their proposal submission the company's restocking policy, to include restocking charges, if any. Any restocking policy submitted to DLA will be reviewed to determine if its terms are reasonable and that it is acceptable to the Government. Restocking fees are not acceptable unless the vendor submits rationale for these charges that substantiates them as fair and reasonable. Vendors will be informed if their restocking policy and fees are acceptable, and that they will be applied to the awarded contract.

Please note that an offerors's provision of its Return of Goods or restocking policy does not allow it to take exception to the terms of the solicitation, and that application of a contractor's Return of Goods or restocking policy will not supersede or modify any other terms of an awarded contract. Contract terms which will not be superseded or modified include, but are not limited to, the standard FAR commercial terms for termination for convenience, FAR 52.212-4(l), and termination for cause, FAR 52.212-4(m). If there is any inconsistency between a contractor's Return of Goods or restocking policy and other terms of a contract, the other terms of the contract will control.

E. **CREDITS ISSUED FOR GOODS RETURNED** (see above) or recalled will be handled as follows:

For shipment discrepancies irresolvable by replacement in kind, the contractor shall create a credit account for each participating facility on the contract. Customer orders using the credit amount shall be equal to or less than the total credit value. The customer is expected to communicate its order in such a manner as to ensure an efficient processing of such a credit purchase. This transaction is a business matter between the contractor and the customer and does not involve DLA Troop Support's invoicing and payment system. However, the Contracting Officer will be notified promptly when a credit account is created. The contractor is cautioned that credit purchases shall not result in any ANSI 810 Invoice transaction set, except for those amounts of any order that are not sufficiently covered by the credit amount. Vendors are required to notify DLA monthly of any credit accounts which have been established and remain unliquidated.

1. In the event that any credit amount remains unliquidated after 91 days, the contractor shall refund this amount in the form of a check payable to the United States Treasury. Checks shall be mailed to the DFAS office cited on the resulting award document. A copy of the check(s) shall be provided to both the participating facility (ies) and the Contracting Officer.

In the event a credit account is unliquidated after 91 days, the contactor may owe the Government interest in accordance with the Renegotiation Act (PL 92-41) and related authorities.

F. The shipping label must contain the contract number and delivery order number as well the entire address including the "Ship To" Address and the "Mark For" text.

G. The contractor shall enclose a packing list/slip with each order shipped to indicate contractor, contract number, requisition number, date of order, itemized list of supplies included in the shipment by product number ordered, quantity ordered, quantity shipped, ship to address and mark for information.

H. Preservation, packaging, and packing shall be sufficient to preclude damage to containers and/or contents under normal shipping conditions and handling. Such preservation, packaging, and packing shall conform to normal commercial practices and applicable carrier regulations for shipments from the contractor to the receiving facility. Shipping containers shall be in compliance with National Motor Freight Classification and Uniform Freight Classification. The contractor shall deliver all hazardous materials in a separate container marked "hazard".

The vendor shall provide all Materiel Safety Data Sheets (MSDS) and Hazardous Warning Labels (HWL's) for applicable items. Reference FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), outlined on page 21.

NOTE: Hazardous Material includes any material defined as hazardous under Federal Standard 313. MSDS's must meet the requirement of 29 CFR 1910.1200(g) and the Fed-Std 313. Labeling shall be in accordance with one of the following, as applicable:

(1) Federal Insecticide, Fungicide, and Rodenticide Act.
(2) Federal Food, Drug, and Cosmetics Act
(3) Consumer Product Safety Act
(4) Federal Hazardous Substances Act
(5) Federal Alcohol Administration Act, or if the material is not subject to one of the above acts
(6) Hazard Communications Standard 29 CFR 1910.1200

I. To assure that all receiving activities can properly identify items requiring special handling and storage, the contractor shall annotate its packing list with the following notation: "Requires Special Handling and/or Storage." Examples of the special handling and storage statements include the following: "STORE BETWEEN 2° – 8° C (36° - 46° F)," "Keep Frozen," or "Flammable".

J. Refrigerated material that is allowed to be temporarily unrefrigerated (Limited Unrefrigerated Medical Shipment) shall indicate the maximum remaining allowable time that the material can remain unrefrigerated at the time of delivery to the receiving activity.

K. The contractor shall provide Universal Product Numbers when notified in writing by the Contracting Officer. The Government will provide information detailing the UPN data requirements. Manufacturers will be responsible for assigning Universal Product Numbers.

IX. SPECIAL TERMS AND CONDITIONS

Due to the nature of the contract, deliveries or performance shall be made only as authorized by orders issued in accordance with the clause FAR 52.216-18, Ordering. Except for any limitation on quantities or dollar amount in the Order Limitations Clause, there is no limit on the number of orders issued.

Fill Rate:

The contractor shall maintain a 98% fill rate for the contract. Companies unable to comply with the requirements of the fill rate may be suspended from ECAT until such time as they can demonstrate that they will meet the fill rate requirements of the contracts. The fill rate is reviewed twice a year for the entire contract.

1. Orders shall be furnished on a "Fill or Kill" basis. Fill or Kill is defined as follows: if an order for a line item cannot be filled by the contractor, when ordered the contractor can partially fill the line, however, the remaining quantity must be "killed or cancelled". No substitution of items is authorized under this contract. If an item is not presently available but the Contractor has a firm date of when the item will be made available, the contractor is to communicate this to the customer prior to killing the order. If the customer accepts the revised delivery date, the order shall be "filled". The Fill Rate calculation is:

$$\frac{\text{Total Lines Shipped}}{\text{Total Lines Ordered}}$$

2. When ordering equipment systems that require options, the Contractor will have the opportunity to send an order back to the ordering facility in cases where a correction must be made. The ordering facility can then make changes to the order and resubmit it without the original order being cancelled.

a) **Contract Delivery Date-** The vendor is meeting the delivery timeframe specified in the contract. This metric does not apply to shipments that utilize the Government transportation carriers.

X. Preservation, Packaging, Packing, Labeling and Marking (PPPL&M)

A. General instructions.

1. Unless otherwise specified, all PPPL&M requirements specified herein shall apply to all domestic (CONUS), overseas (OCONUS) and (AHP) shipments of medical items.

2. Labeling and shipping instructions specified in Section VI shall apply to OCONUS and AHP shipments when specifically stated; and vendors will be notified by the contracting officer.

3. Sources of referenced documents are provided in paragraph VII.C.

B. Preservation, packaging, and packing.

1. Preservation, packaging, and packing shall be sufficient to preclude damage to containers and/or contents thereof under normal shipping and handling conditions. Exterior (shipping) containers shall conform to the applicable carrier's regulations and shall be substantial commercial containers (export when necessary) of the type, size and kind commonly used for the purpose, so constructed as to ensure acceptance and safe delivery by common or other carriers, at the lowest rate, to point of delivery. Shipments to OCONUS ordering activities shall be properly packaged and packed for international movement.

2. For **non-hazardous** items, preservation, packaging, and packing shall be in accordance with ASTM D3951 (Standard Practice for Commercial Packaging) and as specified herein.

3. For **hazardous** items, preservation, packaging, and packing shall comply with all applicable regulations and as specified herein.

4. When specified in the by the contracting officer unitized loads shall be used whenever total quantity for shipment to one destination of one NSN or part number exceeds 250 lbs. or 20 cubic feet. Commercial unitization may be supplied.

C. Certification Requirement for Wood Packaging Material (WPM).

1. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. This definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

2. All WPM acquired by the Department of Defense (DoD) must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade". DoD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DoD cargo.

3. All WPM shall comply with the official quality control program for heat treatment (HT) or kiln-dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see http://www.alsc.org/).

4. All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC-approved DUNNAGE stamp.

5. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

6. Additional information regarding DoD's WPM requirement is available on the DLA Packaging Website: https://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx

7. NOTE: DoD does not endorse the methyl bromide fumigation program. Only heat treatment or kiln-dried heat treatment of WPM is authorized.

D. Labeling and marking.

1. Materiel shall be marked in accordance with commercial practice and as stated in the delivery order.

2. For non-hazardous items and all other routine items, labeling and marking shall be in accordance with commercial practice and any applicable regulatory requirements.

3. For all items requiring special handling, including, hazardous, perishable, and sensitive/controlled/pilferable material, labeling and marking shall be in accordance with all applicable regulatory requirements and as specified herein.

4. In addition to all required labeling and marking as specified herein, all OCONUS shipments moving through military channels shall be labeled and marked as specified in Medical Marking Standard No. 1C dated 02 November 2017.

5. The contractor shall provide all necessary documentation with each OCONUS shipment, to speed the processing of materiel through the customs process.

6. **Applicable to all Medical items.** The product number is the number assigned to the item by the supplier/manufacturer and may be any number which the supplier/manufacturer uses to identify the product, e.g., National Stock Number (NSN), Universal Product Number (UPN), National Drug Code (NDC), catalog number, etc.

7. **Applicable to Medical/Surgical items.** The Government's long-term goal is to have a UPN assigned by the original manufacturer or private labeler to all medical/surgical products. The UPN can meet one of three acceptable commercial industry standards. Medical product manufacturers can select either the Health Industry Business Communication Council's (HIBCC) LIC standard, the Uniform Code Council's (UCC) SSC-14 format, or the Food and Drug Administration's NDC. The bar-coded UPN shall be included on all labels, as applicable.

E. Packing list.

1. A properly completed packing list (either DD Form 250 or a suitable commercial alternate), shall accompany each shipment. The packing list shall include the name of the contractor, the DoDAAC of the ordering facility, the order number, date of order, itemized list of shipped items by product number, unit of issue, quantity ordered, quantity shipped, delivered unit price, and the total delivered cost for the order. The product number used in both the order and confirmation must be duplicated on the packing list. The packing list must be in identical sequence to the order placed by the ordering facility. The delivered unit price will reflect two decimal places (the third decimal place will be rounded down for "4" and below and will be rounded up for "5" and above).

2. **Applicable to Military OCONUS shipments only,** In addition to markings required in paragraph E. 1, each packing list for any shipment which will move through military channels shall also include bar-coded data as follows:

a. Bar codes shall be in accordance with ISP/IEC 16388 (Information Technology – Automatic Identification and Data Capture Techniques – Bar Code Symbology Specification – Code 39).

b. Bar-coded data shall include the document number and suffix, NSN, S9M, unit of issue, quantity, condition code, distribution code and unit price. This data shall be provided on the packing list in 3 separate linear bar codes (code 39 (also known as code 3 of 9)), together with the corresponding Human Readable Interpretation (HRI), as follows:

1st bar code: Document number and suffix (in absence of document number, the contract or order number)

2nd bar code: NSN (in absence of NSN, the CAGE and Part Number)

3rd bar code: S9M, 2-position unit of issue, 5-position left zero-filled quantity,
condition code (shown as "A" unless otherwise specified), 2-position left-zero- filled distribution code and 6-position left zero-filled unit price.

c. Example:

3. Bar codes may be printed directly on the packing list or on pressure-sensitive label(s) securely affixed to the packing list.

4. At the supplier's option, bar codes may be supplied on all packing lists for all shipments.

5. In addition, when specifically required by the ordering facility, bar codes shall be supplied on the packing list for shipments moving through commercial channels.

F. **Destination address label**

A. destination address label shall be supplied on each exterior (shipping) container.

1. **Commercial label.**

a. In addition to all commercial labeling and marking, a commercially-prepared shipping label shall be supplied on all CONUS/OCONUS shipments moving through commercial channels. The contractor-generated label may be completed as specified in Medical Marking Standard No. 1C dated 02 November 2017.

b. As a minimum, unless otherwise specified in the delivery order, the label shall include the Transportation Control Number (TCN), the requisition number, or the contract/order number, the contractor's name and address and the destination address. When specified in the delivery order, additional information, as illustrated in the following example, may be required on the label:

TCN: (*In the absence of a TCN, the requisition number or contract or order number)*

FROM: CONTRACTOR'S NAME AND ADDRESS TO: DESTINATION ADDRESS

PROJECT CODE: (*when specified in the contract or order)*

RDD: (*when specified in the contract or order)*

WT ***CU *** *(weight and cube of the exterior (shipping) container or, for unitized shipments, weight and cube of the unitized load)*

BOX * OF * * *(box number and total number of boxes in the shipment; for unitized loads, substitute* **"PALLET * OF * *"** *and indicate pallet number and total number of pallets in the shipment)*

2. **Military shipping label (MSL).**

a. **Commercial CONUS/OCONUS shipments.** Normally, a bar-coded MSL will not be required on CONUS/OCONUS supplier shipments moving through commercial channels directly to the ordering facility, unless otherwise required by the ordering facility and specified in the delivery order. However, at the supplier's option, a bar-coded MSL may be supplied on all commercial CONUS/OCONUS shipments.

b. **Military OCONUS shipments.** A properly completed bar-coded MSL shall be required on all OCONUS shipments moving through military channels.

c. **Requirements.** Detailed requirements regarding the MSL are as follows:

(1) The MSL shall be in addition to all commercial and military markings as specified herein and in the delivery order. The MSL shall be securely affixed to each exterior (shipping) container or unitized load. The MSL supersedes DD Form 1387, which is no longer acceptable for use.

(2) Complete technical requirements for the MSL are contained in MIL-STD-129P, paragraphs. 4.2 through 4.2.3, as applicable. In addition to in-the-clear data elements, 2 types of bar codes, linear (code 39 (also known as code 3 of 9)) and two-dimensional (2D), are required on the MSL, as follow:

(a) **In-the-clear data elements.** Each MSL shall include the following in-the- clear data elements, unless otherwise indicated:

Transportation Control Number (TCN)
Contractor/Vendor Name and address Ship to Address
Mark for Address, when applicable
Date shipped, weight, cube

Additional information as specified in the contract or order

(b) **Code 39 linear bar codes.** Three separate code 39 linear bar codes shall be supplied on each MSL. Each bar code shall have a minimum height of one-half inch, shall be accompanied by the HRI, and shall include the following:

1st bar code: TCN (in the absence of a TCN, the Delivery order number)

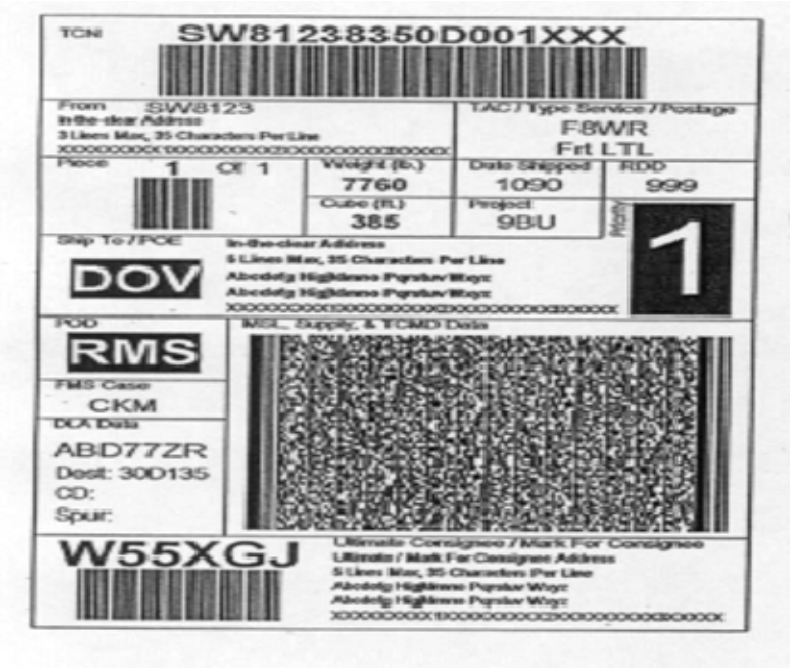
2nd bar code: Piece number - **Do not left zero-fill.**

3rd bar code: DoDAAC for the ultimate consignee/mark for consignee

Example:

(c) **2D bar code.** The 2D bar code shall include the Document (Requisition) Number; the National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number), S9M, 2-position unit of issue, 5-position left zero-filled quantity, condition code (shown as "A" unless otherwise specified), and 6-position left zero-filled unit price.

(3) An example of a completed MSL is provided for information.



G. **Radio Frequency Identification (RFID).**

1. DFARS 211.275-2(a) requires passive RFID tags for specified shipments that will be shipped to: locations listed on the RFID website (http://www.acq.osd.mil/log/sci/RFID_ship-tolocations. html); Or to a location outside the contiguous United States when the shipment has been assigned Transportation Priority 1; or any additional locations deemed necessary by the requiring activity.

2. Detailed information regarding RFID is available at: http://www.acq.osd.mil/log/sci/.AIT.html/DoD_Suppliers_Passive_RFID_Info_Guide_v15update.pdf

H. **Unique identification (UID)**.

1. Effective January 1, 2007, UID may be required for certain Medical items if the acquisition cost is more than $5,000, the item is DoD serially managed, mission essential, or a controlled inventory piece of equipment/reparable, the item is a consumable which requires permanent identification, or the item is a component of an end item and UID is required. The requirement for the UID will be determined by the ordering facility, and will be specified in the delivery order, when applicable.

2. Detailed information regarding UID is available at www.acq.osd.mil/dpap/pdi/uid.

I. **Materiel requiring special handling.**

a. Materiel requiring special handling must be properly identified in order to alert the receiving activity that the materiel requires special handling and storage. In addition to labeling and marking requirements specified herein, the supplier shall annotate the packing list accompanying each shipment with the following notation: "REQUIRES SPECIAL HANDLING AND/OR STORAGE", together with the applicable special handling and/or storage statement(s). Examples of special handling and storage statements include the following: "STORE BETWEEN 2° – 8° C

(36° - 46° F)"; "KEEP FROZEN", "FLAMMABLE", etc. In addition, the exterior (shipping) container shall be marked with the applicable storage statements. For Medical items subject to damage by freezing, marking on each shipping container shall include the statement "DO NOT PERMIT TO FREEZE"; in addition, "ARROW" and "FRAGILE" markings, as appropriate, shall be applied to each shipping container. Similar commercial storage statements are acceptable on the packing list, the exterior (shipping) container, and the unitized load.

b. **Perishable Medical Materiel.**

a. Packaging, packing, labeling and marking of perishable medical materiel shall be in accordance with all applicable regulatory requirements and commercial practice.

b. Perishable medical materiel requiring chill or freeze temperatures shall be properly packaged and packed to ensure that the required temperature shall be maintained during shipment. Required packaging shall be determined by the type of materiel being shipped, the climatic conditions under which the shipment will be made, and the destination's ambient temperature. Prior to preparing perishable medical materiel for shipment, contact the Contracting Officer at DLA Troop Support for guidance.

c. **Pharmaceuticals, Vaccines, and In-Vitro Diagnostic Substances, Reagents, Test Kits and Sets requiring constant refrigeration.** Pharmaceuticals, Vaccines, and In-Vitro Diagnostic Substances, Reagents, Test Kits and Sets requiring constant refrigeration shall be prepared for shipment in accordance with stringent cold chain management protocols. These protocols, which have been developed for several weather conditions, as specified herein, are subject to change.

(1) Weather protocols shall be followed when packaging Medical items requiring application of stringent cold chain management protocols. Protocols are available at **https://dmmonline.dscp.dla.mil/pharm/coldchain.asp**; select "Pharmaceuticals" and select "Cold Chain Packaging" in the menu on the left. There are three separate weather protocols: cold weather, warm weather, or moderate weather. The specific weather protocol to be used shall be determined by the destination's current ambient temperature. Since these weather protocols will change during the term of the contract, the contractor shall be required to check this website when the season changes to obtain updates to these weather protocols. For assistance in determining which weather protocol should be used, please contact DLA Troop Support via email at DSCPcoldchain@dla.mil.

(2) Acceptable insulated shipping containers for use with these protocols are listed in TABLE I. Note that the term "CARGO SPACE" is listed in lieu of the term "CAVITY" in TABLE I; this corresponds with the dimensions specified in the protocols. These protocols also require the contractor to use refrigerant packs (gel packs) and the temperature monitor as listed in TABLE II. For each shipment requiring the use of a temperature monitor, the contractor shall also include a Temperature Monitor Return Package (TMRP) with the shipment. DLA Troop Support will provide the contractor with the TMRPs.

(3) Each TMRP includes ordering facility instructions for return of the Temperature Monitors to DLA Troop Support, a prepaid/preaddressed shipping air bill, and a shipping pouch. Suggested sources for the containers, refrigerant packs and temperature monitors are listed in TABLE III

TABLE I - INSULATED SHIPPING CONTAINERS) –

PRODUCT NO.	DIMENSIONS (Length x Width x Height)		APPROXIMATE WEIGHT (FULLY LOADED)
	CARGO SPACE	OUTER CONTAINER	
Extra Large (Model E-327 or U36-2-SU)	18" x 14 1/2" x 12"	24" x 24" x 24"	145 lbs
Large (Model E-186 or U65-2-SU)	16-1/2" x 12" x 7"”	22-1/2" x 19" x 17-1/2"	75 lbs
Medium (Model E-65 or U65-2-SU)	12" x 6-1/2" x 6-1/2"	18" x 12" x 18"	40 lbs
Small (Model E-36-2 or U327-2-SU)	10-3/4" x 6-12" x 4"	15-1/2" x 12" x 14"	20 lbs

These containers are designed for use for "ANY TEMPERATURE-SENSITIVE PRODUCT" and must be used in accordance with the Packaging Protocols as identified above. These containers should maintain the required temperature as indicated in the applicable protocol for at least 72 hours during shipment.

Pre-cool (condition) all containers, gel packs, and temperature monitors to 4º C (40º F) for at least 24 hours prior to packaging and closing. Frozen gel packs, when applicable, must be conditioned at -17º C (-1º F) for at least 24 hours prior to packaging and closing.

TABLE II - ADDITIONAL SUPPLIES

Polar Packs® (Refrigerant Packs)		
SIZE	WEIG	DIMENSIONS
Small	24 oz	8" x 6" x 1-1/4"
Medi	48 oz	10-1/4" x 8" x 1-1/2"
Temperature Monitors		
TempTale®4 (TT4)		

1/ These containers are designed for use for "ANY TEMPERATURE-SENSITIVE PRODUCT" and must be used in accordance with the Packaging Protocols as identified above. These containers should maintain the required temperature as indicated in the applicable protocol for at least 72 hours during shipment.

Pre-cool (condition) all containers, gel packs, and temperature monitors to 4º C (40º F) for at least 24 hours prior to packaging and closing. Frozen gel packs, when applicable, must be conditioned at -17º C (-1º F) for at least 24 hours prior to packaging and closing.

TABLE III – SUGGESTED SOURCES

Polar Packs®: SCA North America Packaging Division, ThermoSafe Brands 5240 West Buckeye Rd. Phoenix, AZ 85043 (800) 654-2699 http://www.isc-ship.com/		TempTale®4 Monitors: Sensitech, Inc. 800 Cummings Center Suite 258X Beverly, MA 01915-6196 (484) 530-2656 http://www.sensitech.com/
Endurotherm® Containers (E-Models) ThermoSafe Brands 3930 Ventura Dr, Suite 450 Arlington Heights, IL 60004 Phone (267) 761-2291 Fax (847) 632-9541 Email customerseast@thermosafe.com	OR	KoolTemp® Containers: Cold Chain Technologies 29 Everett Street Holliston, MA 01746 (800) 370-8566 www.coldchaintech.com

For current DoD Pricing for Insulated Containers, Polar Packs, and TT4s, contact the Government Sales Representative at:

SCA North America – (602) 319-4190 or (800) 654-2699 (voice), (602) 391-4190 (mobile) or (866) 728-2423 (fax)

ThermoSafe Brands – For questions: (267) 761-2291 (voice), (847) 632-9541 (fax); For orders: (866) 682-9618 (voice), (847) 398-0653 (fax)

Cold Chain Technologies– (508)429-1395 ext299, (339) 368-0508 (mobile), or (508)429-9056 (fax)

(1) The contractor shall affix a DLA Troop Support Neon Orange Cold Chain Shipping Label to the upper right-hand corner of the container's lid on each insulated container. The label shall be accurately completed in its entirety; specifically, Instruction 1) - *"Refrigerate Container in- transit If After This Date"*, must be completed as follows: If the shipment was packaged on March 1, the *"Refrigerate Container in-transit If After This Date"* will be March 6. For supplies of this label, contact DLA Troop Support via email at DSCPcoldchain@dla.mil.

(2) DD Forms 1502-1/1502-2 and DSCP Forms 2770-1/2770-2 shall not be used for shipments of refrigerated materiel packaged in accordance with stringent cold chain management protocols.

d. Routine Perishable Medical Items Requiring Refrigeration (*i.e., batteries, flashlights, etc., but does not apply to Pharmaceuticals or other specific Medical items requiring the application of stringent cold chain management protocols.)*

(1) Perishable items requiring refrigeration shall be packed in suitable insulated shipping containers conforming to the requirements of the latest edition of CID A-A-59195 with a quantity of refrigerant packs (chemical gel packs) sufficient to maintain proper preservation of the materiel during shipment. Packaging of these items shall be as specified herein; however, as an alternate, commercial packaging may be used, provided the proper temperature is maintained during shipment to the ultimate ordering facility. Care shall be taken during packaging to ensure that adequate barriers are used in the insulated shipping container to protect refrigerated items subject to damage by freezing.

Recommended sizes/dimensions for acceptable insulated shipping containers conforming to the requirements of the latest edition of CID A-A-59195 are listed in Table IV.

TABLE IV – RECOMMENDED DIMENSIONS

SIZE	CONTAINER DIMENSIONS (Length x Width x Height)	
	CAVITY	OUTER CONTAINER
Small	11" L x 8" W x 7" H	15-1/2" L x 12-1/2"W x 14-1/4" H
Medium	14" L x 8" W x 11" H	18-1/2" L x 12-1/2" W x 17" H
Large	18-1/2" L x 14-1/2" W x 11-3/4" H	23" L x 19-1/4" W x 19-1/4" H
X-Large	18-1/4" L x 18-1/2" W x 17-3/4" H	23" L x 23" W x 24" H

(2) To assure that all receiving activities can properly identify items requiring special handling and storage, insulated shipping containers shall be marked with the applicable storage statements. For Medical items subject to damage by freezing, marking on each insulated shipping container shall also include the statement. "DO NOT PERMIT TO FREEZE" or similar commercial statement. “ARROW” and “FRAGILE” markings, as appropriate, shall also be applied to each shipping container.

(3) The packing list accompanying each shipment shall be annotated with the following: “REQUIRES SPECIAL HANDLING AND/OR STORAGE” and the appropriate storage statement, e.g., “STORE BETWEEN 2º – 8º C (36º – 46º F)”, etc. As an alternate, similar commercial storage statements are acceptable.

(4) Routine perishable Medical items shall be packaged and marked as follows: (a) Items

(a) Requiring Constant Refrigeration.

(i) Medical items which are identified as requiring constant refrigeration shall be packaged in one or more of the recommended containers listed in TABLE IV. Containers shall conform to Type I of the latest version of CID A-A-59195. Container size shall allow sufficient space for the required amount of refrigerant packs (chemical ice gel packs). The required amount of refrigerant packs for each size container, as shown in TABLE V, shall maintain the required temperature (2º – 8º C (36º - 46º F)) for up to 72 hours. Refrigerant packs and containers shall be precooled to 4º C (40º F) before packaging.

TABLE V – REFRIGERANT PACKS (CHEMICAL GEL PACKS)

CONTAINER SIZE	POUNDS OF REFRIGERANT PACKS	HOURS MAINTAINED BETWEEN 2º – 8º C (36º – 46º F)
1 - Small	12 lbs (5.4 kg)	72 hours
2 - Medium	19-1/2 lbs (8.8 kg)	72 hours
3 - Large	51 lbs (21.1 kg)	72 hours
4 - X-Large	81 lbs (36.7 kg)	72 hours

Precool containers to 4º C (40º F) before packaging and closing.

(ii) DD Form 1502-1, Chilled Medical Materiel Shipment - Perishable - Keep Chilled.
A properly completed DD Form 1502-1 shall be affixed to the shipping container adjacent to the address label or on the top of the container. The required delivery date and applicable refreshing and time data shall be inserted on the label at the time of shipment. When completing the perishable form, use the complete date and the local time, including the time zone (i.e., EST, PST, etc.). For example, the date and time a shipment was prepared in Pennsylvania, i.e., 8:00 AM on 4 February 2010, would be shown as "FEBRUARY 4, 2010 (or 02/04/2010), 8:00 AM EST". In addition, the date and time when refreshing is required shall be indicated. As an alternate, a properly completed DLA Troop Support Neon Orange Cold Chain Shipping Label may be supplied.

(iii) DD Form 1502N-1 - Notice for Chilled Medical Material Shipments.
A copy of DD Form 1502N-1 shall be placed into each shipping container prior to closure, except, this form is not required for shipments of laboratory or environmental specimens.

(b) Items NOT Requiring Constant Refrigeration.

(i) Medical items which are identified as not requiring constant refrigeration shall be packaged as specified in Table V However, items may be shipped out of refrigeration for 4, 7, or 18 days, as applicable, provided temperature range of 0º – 35º C (32º –95º F) can be assured during shipment. Special caution should be exercised in hot weather conditions. To protect items in transit in hot weather exceeding 32ºC (90ºF), or for shipments destined to hot climates, constant chill procedures as specified in paragraph in Table V(ii) shall be followed.

(ii) DD Form 1502-2 – Limited Unrefrigerated Medical Materiel Shipment. A properly completed DD Form 1502-2 shall be affixed to the shipping container adjacent to the address label or on top of the container. The required delivery date and applicable refreshing and time data shall be inserted on the label at the time of shipment. When completing the perishable form, use the complete date and the local time, including the time zone (i.e., EST, PST, etc.).

For example, the date and time a shipment was prepared in Pennsylvania, i.e., 8:00 AM on 4 February 2010 would be shown as "FEBRUARY 4, 2010 (or 02/04/2010), 8:00 AM EST". In addition, the date and time when refreshing is required shall be indicated. However, if constant refrigeration procedures are followed, a properly completed DD Form 1502-1 – Chilled Medical Materiel Shipment. Perishable – Keep Chilled – shall be supplied. As an alternate, a properly completed DLA Troop Support Neon Orange Cold Chain Shipping Label may be supplied in lieu of DSCP Form 1502-1.

(iii) DD Form 1502N-2 – Notice for Limited Unrefrigerated Medical Shipments.
A copy of DD Form 1502N-2 shall be placed into each shipping container prior to closure, except, this form is not required for shipments of laboratory or environmental specimens. However, if constant refrigeration procedures are followed, a copy of DD Form 1502N-1 – Notice for Chilled Medical Material Shipments - shall be supplied.

(c) Items Requiring Constant Freeze Temperatures.

(i) Items identified as requiring constant freeze temperatures shall be packed in suitable insulated shipping containers with a quantity of dry ice sufficient to maintain proper preservation of the materiel during shipment. Packaging of these items shall be as specified herein; however, as an alternate, commercial packaging may be used, provided the proper temperature is maintained during handling and shipment to the ordering facility. Recommended sizes/dimensions for insulated shipping containers are listed in TABLE IV.

(ii) Perishable Medical items requiring constant freeze temperatures shall be packaged and marked as follows:

(aa) Medical items which are identified as freezer products shall be stored and shipped in a constant frozen state. Dry ice only shall be used, and containers shall be precooled to 4° C (40° F) before packaging. Items selected for shipment shall be placed in one or more of the recommended containers listed in TABLE IV. Container size shall allow sufficient space for the required amount of dry ice. Containers shall conform to Type I of the latest edition of CID A-A-59195. Dry ice shall conform to CGA G-6.2. The required amount of dry ice to be used for each size container, as shown in TABLE VI, shall maintain the required temperature (below -4° C) for up to 96 hours.

TABLE VI – DRY ICE

CONTAINER SIZE	POUNDS OF DRY ICE	HOURS MAINTAINED BELOW -4° C (25° F)
Small	14 lbs (6.4 kg)	96 hours
Medium	21 lbs (9.5 kg)	96 hours
Large	42 lbs (19.1 kg)	96 hours
X-Large	55 lbs (25 kg)	96 hours

1/ – Precool containers to 4° C (40° F) before packaging and closing.

(bb) Package individual units into the precooled insulated shipping container snugly, taking advantage of all available space. Fill all void space with properly conditioned gel packs or dry ice. Add the required amount of dry ice on top. When refreshing is required, it will be done without handling the items.

(cc) Diluents and component parts of freezer products shall be packed in separate containers normally used for non-freezer products. Set assembly markings shall be used in these cases.

(dd) Closure of container shall be by tape not less than 2 inches wide conforming to ASTM D 5486/5486M - Standard Specification for Pressure-Sensitive Tape for Packaging, Box Closure, and Sealing. The three-strip method shall be used with one strip over the length of the center seam and extending a minimum of 2 inches over the end panels. One strip shall be used to seal each edge of seam to within 1 inch of corner, thus leaving space at each corner for ventilation of the dry ice.

(ee) DD Form 1502 – Frozen Medical Materiel Shipment. A properly completed DD Form 1502 shall be affixed to the shipping container adjacent to the address label or on the top of the container. The required delivery date and applicable icing and time data shall be inserted on the label at the time of shipment. When completing the perishable form, use the complete date and the local time, including the time zone (i.e., EST, PST, etc.). For example, the date and time a shipment was prepared in Pennsylvania, i.e., 8:00 AM on 4 February 2010 would be shown as "FEBRUARY 4, 2010 (or 02/04/2010), 8:00 AM EST". In addition, the date and time when re-icing is required shall be indicated.

(ff) DD Form 1502N – Notice for Frozen Shipments. A copy of DD Form 1502N shall be placed into each shipping container prior to closure except, this form is not required for shipments of laboratory or environmental specimens.

(iii) The requirements specified in table. VI shall apply to any shipment using dry ice.

c. **Protected cargo.**

a. To assure that all sensitive, controlled, or pilferable items, as defined by Federal, State, and Local regulations, can be properly identified by the ordering facility's receiving point, the shipper shall annotate the following statement on its packing list for those orders containing Controlled Substance.

"CONTROLLED SUBSTANCE REQUIRES _____*____STORAGE."
*SHIPPER will enter the words "VAULT" or "LIMITED ACCESS."

In accordance with Federal regulations, these items are identified by a distinctive Controlled Substance Schedule Symbol. This symbol appears only on the immediate container or carton. "VAULT" is to be used for items bearing Symbol C-II; "LIMITED ACCESS" is to be used for items bearing Symbol C-III, C-IV or C-V.

a. Use of the word "narcotics" on shipping containers or packing lists is prohibited.

b. All sensitive/controlled/pilferable items, regardless of whether the item is classified on Schedule II, III, IV or V, shall be shipped via traceable means. Signature service shall be used for all shipments of these items.

c. **Hazardous protected cargo.** The requirements specified in table V shall apply to any shipment of a sensitive, controlled, or pilferable item which is also identified as hazardous material.

4. **Transportation Special Handling/Protective Services.** Certain shipments of non- hazardous medical materiel may require special handing/protective services when being transported by military-controlled aircraft. When applicable, a properly completed DD Form 1387-2 (Special Handling Data/Certification) label shall be affixed to the exterior (shipping) container. The contractor shall complete the form as illustrated below and shall firmly affix the completed form adjacent to the Military Shipping Label. All required information shall be supplied in appropriate

locations identified by asterisks (*). Signature block shall be completed by the person preparing the shipment. Copies of this form may be obtained by contacting DLA Troop Support DSCP-FSFA (Packaging) via email at DSCP.Packaging@dla.mil. *NOTE: DD Form 1387-2 is no longer authorized for certifying hazardous items for shipment via military aircraft per AFMAN 24-204(I)/TM 38-250/NAVSUP PUB 505/MCO 4030.19/DLAI 4145.3.*

ITEM NOMENCLATURE	NET QUANTITY PER PACKAGE	TRANSPORTATION CONTROL NO
	WT ** CU **	**********
MEDICAL SUPPLIES	CONSIGNMENT GROSS WEIGHT N/A	DESTINATION ******* ******* ******* *******

SUPPLEMENTAL INFORMATION	LOAD STORAGE/GROUP
N/A	N/A
	FLASH POINT N/A

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Dept of Transportation. THIS IS A MILITARY SHIPMENT! (Complete applicable blocks below)

N/A	This shipment is within the limitations prescribed for PASSENGER AIRCRAFT / CARGO AIRCRAFT ONLY (Delete nonapplicable aircraft)	N/A	ATA/IATA/IMCO REGULATIONS				
N/A	AFR 71-4, TM 38-250, NAVSUPPUB 505, MCO P4030 .19, DLAM 4145.3,	N/A	49 cfr	PARAGRAPH		EXEMPTION	
N/A	DOD 4500 32R (MILSTAMP)	N/A		N/A	173.7 (a)	N/A	DOT-E 7573

ADDRESS OF SHIPPER	TYPED NAME, SIGNATURE AND DATE
**********	SPECIAL HANDLING DATA/CERTIFICATION

J. **Hazardous material (HAZMAT).**

1. HAZMAT includes any materiel defined as hazardous under 49 CFR 171.8 (Code of Federal Regulations (CFR) Title 49) and the latest version of FED-STD-313.

2. **Safety Data Sheets (SDSs).**

a. SDSs shall meet the requirements of 29 CFR 1910.1200(g) and FED-STD-313. Nothing contained in this solicitation shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material. Neither the requirements of this solicitation, nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or Subcontractor personnel or property.

b. The contractor shall furnish applicable SDSs as specified herein. If at any time during the contract there is a change in the composition of any item or a revision to FED-STD-313, which renders incomplete or inaccurate the data previously submitted, the contractor shall promptly notify the Contracting Officer at DLA Troop Support. The Contracting Officer may, at his/her option, require the contractor to resubmit the revised SDSs to each ordering facility as well as to DLA Troop Support, Medical Supply Chain, ATTN: FSFA (Packaging). SDSs shall be provided to the ordering facility as follows:

(1) **Applicable to CONUS shipments ONLY.** In compliance with 29 CFR 1910.1200(g), an SDS shall be provided with the first order from the CONUS ordering facility, whenever an applicable SDS undergoes a major revision, or every 3 years. In addition, an SDS shall be provided in response to the ordering facility's request.

(2) **Applicable to ALL OCONUS shipments.** The contractor shall furnish the OCONUS ordering facility with all applicable SDSs with each shipment of HAZMAT.

c. A copy of each SDS, annotated with either the National Stock Number, if applicable, or commercial part number, and item name, shall be provided to DLA Troop Support, Medical Supply Chain, ATTN: FSFA (Packaging). SDSs will also be provided to the Contracting Officer at DLA Troop Support, upon request.

3. **Hazard Warning Labels (HWLs).** The contractor shall also obtain and maintain a file of all applicable Hazardous Warning Labels (HWLs). Each SDS provided to DLA Troop Support, Medical Supply Chain, ATTN: FSFA (Packaging) and to the Contracting Officer at DLA Troop Support shall be accompanied by the HWL, when applicable.

4. **Packaging, labeling and marking of HAZMAT**.

a. Packaging of HAZMAT shall comply with all applicable regulations, including, 49 CFR, International Civil Aviation Organization (ICAO) Technical Instructions (excluding para. 1.4 of Chapters 1 and 3), and International Air Transport Association (IATA) Dangerous Good Regulations, and International Maritime Dangerous Goods Code (IMDG). The contractor shall insure that all hazardous materiel is packaged, labeled and marked correctly. HAZMAT labeling shall be in accordance with one of the following:

Federal Insecticide, Fungicide, and Rodenticide Act
Federal Food, Drug, and Cosmetics Act and regulations promulgated there under
Consumer Product Safety Act
Federal Hazardous Substances Act
Federal Alcohol Administration Act

If the materiel is not subject to one of the above acts, Hazard Communication Standard 29 CFR 1910.1200 et seq.

b. When required by the ordering facility, HAZMAT shall also be marked as specified in Medical Marking Standard No. 1A dated 04 February 2013.

5. **Packaging and marking of HAZMAT for shipment via military air**. In addition, packaging and marking of HAZMAT destined for shipment through a military aerial port via military aircraft shall comply with AFMAN 24-204(I)/TM 38-250/NAVSUP PUB 505/ MCO 4030.19/DLAI 4145.3. Such shipments are identified with Ship To Addresses to the Container Consolidation Points at: Defense Distribution Depot, Susquehanna, PA (DoDAAC: W25N14, RIC: SDQ, SPLC: 209405270) or Defense Distribution Depot, San Joaquin, CA (DoDAAC: W62N2A, SPLC: 875702270); to the Norfolk, VA Container Freight Station (DoDAAC: N45631, POE: IMJ, RIC: None found); or to the USAF Aerial Ports of Embarkation at Norfolk, VA (DODAAC: N45627, RIC: None found), Dover Air Force Base, DE (DoDAAC: FB4497, RIC: DJN), Charleston Air Force Base, SC (DoDAAC: FB4418, RIC: DKY) or Travis Air Force Base, CA (DoDAAC: FB4427, RIC: DZK). Each shipment shall be accompanied by a properly completed standard commercial “Shipper’s Declaration for Dangerous Goods”.

6. **Shipper's Declaration for Dangerous Goods (required for ALL commercial/military air shipments).**

a. This is a standard commercial form with a red border which is available from commercial vendors specializing in HAZMAT transportation supplies. The form must meet the format, size and color specifications outlined in IATA Dangerous Goods Regulations. Each commercial and military air shipment of hazardous items shall be accompanied by a completed Shipper's Declaration for Dangerous Goods prepared in accordance with each modal requirement for each segment of the shipment.

b. **Applicable to shipments moving to/from/through the United States, Europe, the Middle East, and Asia**.
Emergency point of contact information shall be included on the Shipper's Declaration in the section headed "Additional Handling Information". The complete telephone number shall be listed; the number shall include the international access code, the country code and the city code, so that a call may be made from any international location. The number must be monitored at all times by a point of contact who is knowledgeable about the hazards and characteristics of the HAZMAT, has comprehensive emergency response and accident mitigation information for the HAZMAT or has immediate access to a knowledgeable person.

7. **Special shipping instructions.** Orders placed for HAZMAT should normally include special shipping instructions. If the contractor does not receive special shipping instructions in an order, the contractor shall contact the ordering activity.

8. When shipping hazardous cargo to a transshipment point, the contractor shall contact New Cumberland at (717) 770-6969 or Tracy at (209) 832-9634 for assistance.

XII. LABELING AND SHIPPING INSTRUCTIONS FOR OCONUS SHIPMENTS

A. **General instructions.** In addition to all requirements specified in section X additional packaging requirements and labeling and shipping instructions shall apply for OCONUS supplier shipments redirected/diverted through defense consolidation points, water ports or military air terminals. These shipments will be identified with one of the following SHIP TO Addresses to the Container Consolidation Points at: Defense Distribution Depot, Susquehanna, PA (DoDAAC: W25N14, RIC: SDQ, SPLC: 209405270) or Defense Distribution Depot, San Joaquin, CA (DoDAAC: W62N2A, SPLC:875702270); to the Norfolk, VA Container Freight Station (DoDAAC: N45631, POE: IMJ, RIC: None found); or to the USAF Aerial Ports of Embarkation at Norfolk, VA (DoDAAC: N45627, RIC: None found), Dover Air Force Base, DE (DoDAAC: FB4497, RIC: DJN), Charleston Air Force Base, SC (DoDAAC: FB4418, RIC: DKY) or Travis Air Force Base, CA (DoDAAC: FB4427, RIC: DZK).

B. **Preservation, packaging, packing, labeling and marking requirements**. The following requirements shall also apply to all supplier shipments moving through any defense consolidation point or military air terminal:

1. **Certification Requirement for Wood Packaging Material (WPM).** Complete requirements for certification of WPM are specified in paragraph (c) under section X. Preservation, Packaging, Packing, Labeling and Marking (PPPL&M)

2. **Labeling and marking**. In addition to all required labeling and marking as specified herein, the following shall apply:

a. The TCN and the MARK FOR address (correct DoDAAC and the name of the Medical Ordering Facility) shall be shown on the inner package, the packing list, the exterior (shipping) container, and the MSL.

b. The TCN is necessary to identify, control and trace a shipment from origin to ultimate consignee. An example is FM5604-6326-0008XXX for a complete order that is being sent in one shipment to an overseas Air Force medical ordering activity. Without a TCN, a shipment may end up as frustrated cargo, especially at a transshipment point. The "MARK FOR" entry is required to identify the ultimate destination. All TCN and MARK FOR information will be provided in the delivery order.

c. In lieu of a contractor-generated commercial address label, a bar-coded MSL shall be supplied on all contractor shipments moving through any defense consolidation point or military air terminal. The bar-coded MSL shall be securely affixed to the exterior (shipping) container or unitized load and shall be completed as specified.

d. When required, a passive RFID tag shall be supplied on each shipment, as specified. The contractor shall provide all necessary documentation to speed the movement of materiel through the customs process.

C. <u>Transshipment points</u>. The "SHIP TO" address is the transshipment point.

1. For shipments going to Germany, England and Italy, the transshipment points are as follows:

<u>Routine Medical Shipments NORMAL CARGO OVER 70-LBS:</u>
SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE EAST BLDG 2001 (MISSION DRIVE)
CCP DOORS 135-168
NEW CUMBERLAND, PA 17070-5000
TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

<u>Hazardous Medical Shipments</u>
SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE EAST BLDG 87 (MISSION DRIVE)
NEW CUMBERLAND, PA 17070-5000

TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

<u>Refrigerated Medical Shipments</u>
SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE EAST U AVENUE BLDG. 89,
DOOR 10
NEW CUMBERLAND, PA 17070-5000

TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

Controlled Substances (Medical)
SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE EAST U AVENUE, BLDG. 89, DOOR 6
NEW CUMBERLAND, PA 17070-5000

TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

2. For shipments to Guam, Okinawa**,** Korea, Japan, Hawaii and Alaska, the transshipment points are as follows:

Routine Medical Shipments
SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN JOAQUIN WAREHOUSE 30
25600 S. CHRISMAN ROAD TRACY, CA
95304-5000

TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

Hazardous Medical Shipments

SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN JOAQUIN WAREHOUSE 28
25600 S. CHRISMAN ROAD TRACY, CA
95305-5000

TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

Refrigerated Medical Shipments

SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN JOAQUIN WEST COAST MEDEX, WAREHOUSE 17-5
25600 S. CHRISMAN ROAD TRACY, CA
95304-5000

TCN:

MARK FOR: (***Fill in the DoDAAC and the name of the medical ordering facility***)

Controlled Substances (Medical)

SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN JOAQUIN WAREHOUSE 19-3
25600 S. CHRISMAN ROAD TRACY, CA
95304-5000

TCN:

MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

D. Shipments moving through military air terminals. The following shipping instructions shall also apply to all shipments moving through military air terminals:

1. All suppliers who ship to overseas medical facilities by military air **must** call for an air clearance.

2. Shippers must obtain permission to ship controlled substances by military air. If approved, Signature TallyService is required. Approval can be obtained when calling for an air clearance (See paragraph VI.D.3.).

3. It is **mandatory** that all shipments to Air Mobility Command (AMC) air channels obtain shipment clearance from the Service Air Clearance Authority ***24 hours prior to arrival***. To obtain clearance, the shipper must contact Enterprise Transportation (ET) at (800) 456-5507, fax (717) 770-2701, email delivery@dla.mil, and provide the following information:

a. DoDAAC (ET will provide a Transportation Control Number (TCN)).
b. Date of shipment, mode and number of days enroute.
c. Number and type of containers, weight and cube.
d. Special handling instructions (e.g., perishable, hazardous, etc.).

4. The shipper will also be asked to complete a request form and fax it to ET. See page 61 for a sample of the ET request form.

5. Once ET has received the shipping information from the contractor, ET will email or fax the contractor a Transportation Control Movement Document (TCMD). The TCMD shall be affixed to the outside of the exterior (shipping) container or, as an alternate, shall be inserted into a pouch which is securely affixed to the box.

6. When the air clearance has been obtained, ET will provide the contractor with the applicable AMC channel address

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ET REQUEST FORM

Vendor Request for Shipping Instructions DPMS Transportation		FAX: 717-770-2701 Phone: 1-800-456-5507 E-Mail: delivery@dla.mil	
Non ESOC	VENDOR DATA		ESOC
Company Name:		**Requestor Name:**	
CAGE Code:		**Requestor Phone No.:**	
Origin Shipping Address:		Requestor FAX No.:	
Requestor E. ffail:			
Con tra<t No./Calt No. /Uneltem No. /Delivery Order:		**TCN/Requisition No.:** **Priority**	
Gross Weight:		**Item Name:**	
No./ Type of Pieces:		NSN:	
Cube or Dimensions:		**HAZMAT Information** PSN, Ctass, U.N., PG	
SHIPPING INSTRUCTIONS			
P.O.E/Ship To:		POD (If Applicable):	
Ultimate Consignee Address (Mark For):		Special Delivery Instructions:	

O"-erse: ts sh inDIfllts of hazardous materids are to be marked, labeled and certified based upon the final mode Ol' shipment from CONUS. Vendor shall provide the appropriate sbiwel's declaration that will all<W>'the asset to reach its ultimate destination **irrespective of the intermediate transfer points.** If the shipment is mO'ing thtough a military aerial port of embarkation, the shipment shall be cenifie<1 in accordance with tik<! ULAJ 41.; PrepariJ1g Hazar<lolls Material for Military Air ::ltipments. ULAJ 414; is available on the intertet at hnp://www. dla.os.hz dla.ntiVdlaili4145 3.pdf. ShipmelliS mouv>g tht<Ll:l stllfacelwatar ports shall be certified in accordance with the International Maritime Dangerous Goods (IMDG) Code.

DOC SUPPORT			
Initials	umber	Date/Time Rec'd:	
ESOC/NON ESOC:	ESOC NON ESOC	Date/Time Address Provided:	
TP:		Date/Time FACTS Offer:	
ACF	YES NO	IBS Book ing Req uest Date/Time:	
Systems Problems:		Area Cod e:	

E. Shipments moving through the Medical Air Bridge.

1. The following shipping instructions shall also apply to all shipments moving through the Medical Air Bridge:

a. Items procured through Indefinite Delivery Indefinite Quantity (IDIQ) contracts for medical items **ARE AUTHORIZED** for shipment through the MAB.

b. **Restrictions. Only eligible items may be shipped via the Medical Air Bridge.**

c. **Minimum/Maximum Weights and Cubes. There is a 1500 lb weight limitation per pallet, unless otherwise approved by the DLA Troop Support, Medical Supply Chain., Contracting Officer. There are no restrictions on the cubes for the materiel under the cross-docking project.**

All material must be able to fly commercial air lines.

d. **Authorized Categories. ONLY the following categories of medical products ARE AUTHORIZED for shipment through the MAB.**

- Medical, Optical and Dental Items
- Hazardous Materiel (That is *Air Transportable, and includes Safety Data Sheet (SDS) with the order*)
- Small Medical Equipment
- Medical Laboratory Supplies
- Medical Sets
- Medical Surgical Supplies
- Pharmaceutical Supplies
- Refrigerated Material that is not frozen and does not contain Dry Ice.

e. **Not Authorized Categories. The following categories of medical products ARE NOT AUTHORIZED for shipment through the MAB.**

- Controlled substances / pharmaceuticals listed on DEA Schedules I through V
- HAZMAT requiring surface transport
- Capital Equipment – Oversized/medical equipment (e.g., radiology equipment)
- Temperature Controlled HAZMAT
- Oxygen Cylinders
- Frozen and Dry Ice shipments
- Refrigerated shipments (large orders)
- Explosives
- Toxic substances
- Radioactive Items
- Poison (Toxic Gas)
- Etiologic agents or infectious substances
- Hazardous waste

- Depot stocked items
- Non-medical items
- No Furniture

f. **Authorized Users – MAB Global North Region**.

(1) The following DODAACs are authorized users of the MAB Global North Region cross docking operations:

SHIP TO DODDAC	Mark For (DROP DOWN MENU IN MAB APP)
WK4FV1	WK4FV1 USAMMCE Army
WK4FV1	WK4FV1 – FM USAMMCE Air Force- **DLA Troop Support Medical Supply Chain use only** FM4486 Lajes Field, Azores FM5606 Spangdelham AB, Germany FM5612 Ramstein AB, Germany FM5587 Lakenheath, England FM5655 Incirlik, Turkey FM5682 Aviano, Italy FM6902 Qatar FM6924 Qatar N66096 Naples, Italy N39163 Sigonella, Italy N66101 Rota, Spain
WK4FV1 NON-DLA	FM USAMMCE AF - **Customer use only (GPC or LP)** FM4486 Lajes Field, Azores FM5606 Spangdelham AB, Germany FM5612 Ramstein AB, Germany FM5587 Lakenheath, England FM5655 Incirlik, Turkey FM5682 Aviano, Italy FM6902 Qatar FM6924 Qatar N66096 Naples, Italy N39163 Sigonella, Italy N66101 Rota, Spain
WK4FV2	FM CENTAF- **DLA Troop Support Medical Supply Chain use only** FM4668 Thumrait AB, Oman FM4856 Manama, Bahrain
WK4FV7	WK4FV7 USAMMCE JPPD - **DLA Troop Support Medical Supply Chain use only**
WK4NKV	USAMMCE – **ERMC use only, Special Project**
WK4F3M	USAMMCE – **ERCO Landstuhl and Wuerzburg, GE, use only**
W91R2L	Qatar
W90B0C	Qatar – **USAMMA (W23MWR/W25MWY) orders – DLA Troop Support Medical Supply Chain - use only**

(2) **MEDICAL AIR BRIDGE (MAB) GLOBAL NORTH REGION.** The "Ship To" address for delivery to the EUCOM or CENTCOM geographical areas is as follows:

DLA TROOP SUPPORT XDOCK NORTH PROJECT
ATTN: Kenrick Goden/Terry Krug
TCN: (Example: FM558760011000)
7611A Brandon Woods Blvd
Baltimore, MD 21226

(3) **Vendors shall mark the packing slip and address label with the document number/transportation control number (TCN), contract number/purchase order number.**

g. **Authorized Users – MAB Global West Region**.

(1) The following DODAACs are authorized users of the MAB Global West Region cross docking operations:

SHIP TO DODAAC	Mark For (DROP DOWN MENU IN MAB APP)
WT4J8S	16th MEDLOGBN USAMMC-K
WT5J0F	Camp Zama Shi, Japan - **DLA Troop Support Medical Supply Chain use only**
WT6P5V	W6XK USALRCTR TORII STAT, CAMP KINSER URASOE SH JP **DLA TROOP SUPPORT MEDICAL SUPPLY CHAIN use only**
W904EE	Waegwan, Korea - USAMMA (W23MWR/W25MWY) orders **DLA Troop Support Medical Supply Chain use only**
W904EG	Kanagawa Ken, Japan - USAMMA (W23MWR/W25MWY) orders **DLA Troop Support Medical Supply Chain use only**
FM5202	374 MG, Yokota, Japan – DLA Troop Support USE 374 MG, Yokota NON DLA (Customer use: GPC or LP)
FM5205	35 MG, Misawa, Japan – DLA Troop Support USE 35 MG, Misawa NON DLA (Customer use: GPC or LP)
FM5240	36 MG, Yigo, Guam – DLA Troop Support USE 36 MG, Yigo NON DLA (Customer use: GPC or LP)
FM5270	18 MSS, Kadena, Japan – DLA Troop Support USE 18 MSS, Kadena NON DLA (Customer use: GPC or LP)
FM5280	51st Med WRM Kwangju – DLA Troop Support USE 51st MG Kwangju NON DLA (Customer use: GPC or LP)
FM5284	8th MedGp Kunsan, DLA Troop Support USE 8th MG Kunsan NON DLA (Customer use: GPC or LP)
FM5288	51st MDSS/SGSM Medical Group Daegu Korea – DLA Troop Support USE 51st MDSS/SGSM Medical Group Daegu Korea – NON DLA (Customer use: GPC or LP)
FM5294	51st Medical Group/SGSM Osan, Korea – DLA Troop Support USE 51st Medical Group/SGSM Osan, Korea – NON DLA (Customer use: GPC or LP)
M97115	3 FSSG, Okinawa, Japan - **DLA Troop Support Medical Supply Chain use only**
N68096	USNH Guam - DLA Troop Support USE USNH Guam - NON DLA (Customer use: GPC or LP)
N68292	USNH Yokosuka, Japan - DLA Troop Support USE USNH Yokosuka, Japan -(NON DLA (Customer use: GPC or LP)
N68470	Okinawa, Japan - DLA Troop Support USE USNH Okinawa, Japan - NON DLA (Customer use: GPC or LP)

(2) **MEDICAL AIR BRIDGE (MAB) GLOBAL WEST REGION**. The "Ship To" address for delivery to the PACOM geographical area is:

DLA TROOP SUPPORT XDOCK WEST PROJECT
ATTN: MAB (Medical Air Bridge)
TCN: (Example: WK4J8S60011000)
C/O Cardinal Health MPS Distribution Center
4551 East Philadelphia Street
Ontario, CA 91761

(3) **Vendors shall mark the packing slip and address label with the document number/transportation control number (TCN), contract number/purchase order number.**

2. **Please Note the following Key Points:**

a. **Customer Responsibility.** All shipments must be entered into the MAB application immediately after an order is placed. Customers must also ensure that all orders have one item per document number. It is the responsibility of the individual placing the order to enter the order information into the Medical Air Bridge System. Failure to do this will result in frustrated shipment.

b. **Vendor Responsibility.** All shipments shall list the TCN and Delivery Order number. If the order contains multiple Contract Line-Item Numbers (CLIN), then each shipment must cite the TCN number, the PO number and the associated CLIN.

c. **Vendor Responsibility.** A Safety Data Sheet (SDS) is required for all hazardous material, including Other Regulated Material (ORM) material that is to be shipped by air transport. If you are shipping any type of hazardous material/ORM, please ensure the SDS is in the box or package as it will eventually be transported by air to its final destination. Packaging and marking of all hazardous material shall comply with all applicable regulatory requirements. All required documents shall accompany each shipment.

VII. QUESTIONS/ASSISTANCE

A. Questions on shipping/labeling should be addressed to: **Air Force:** Mr. Joseph Meyer (310) 619-4033, Email: joseph.g.meyer2.civ@mail.mil; **Army:** Ms. Jacqueline Sandoval (210) 808-0459, Email: jacqueline.g.sandoval.civ@mail.mil; **Navy:** Mr. Leonard Morrisey (301) 619-2084, Email: leonard.morrisey.civ@mail.mil.

B. Questions on packaging/marking should be addressed to: DLA Troop Support, Medical Supply Chain, ATTN: Michael Carr, FSSB (Packaging), Voice (215)737-7964, Fax (215)737-8139 or 8150, Email Michael.Carr@dla.mil.

C. Sources of referenced documents:

1. ASTM D 3951 is available for purchase from ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959 **(www.astm.org)**.

2. ISP/IEC 16388 is available for purchase from The American National Standards Institute, 25 West 43rd Street, New York, NY 10036, **(http://www.ansi.org/** or **http://www.iso.ch)**.

3. MIL-STD-129P is available from Document Automation and Production Service (DAPS), Bldg 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 **(http://assist.daps.dla.mil/quicksearch/**).

4. Medical Marking Standard No. 1C dated 02 November 2017 is available from DLA Troop Support, Medical Supply Chain, ATTN: FSFA (Packaging), Bldg. 6A South, 700 Robbins Avenue, Philadelphia, PA 19111-5092, email: **DSCP.Packaging@dla.mil.** Medical Marking Standard No. 1C dated 02 November 2017 is also available on the DLA Packaging Webpage at **http://www.dscc.dla.mil/downloads/packaging/mms1.pdf.**

B. **Forms.**

1. Samples of DD series forms are available in Medical Marking Standard No. 1C dated 02 November 2017. Submit a request for the following forms to DLA Troop Support, Medical Supply Chain, FSFA (Packaging), via email **DSCP.Packaging@dla.mil;** include the form number, quantity required, and complete mailing address, together with the name and telephone number of your POC:

DD Form 1387-2 – Special Handling Data/Certification (red border)

DD Form 1502 – Frozen Medical Materiel Shipment – Perishable – Keep Frozen
(green pressure-sensitive label)

DD Form 1502-1 – Chilled Medical Materiel Shipment – Perishable – Keep Chilled
(orange pressure-sensitive label)

DD Form 1502-2 – Limited Unrefrigerated Medical Shipment (red pressure-sensitive label)

DD Form 1502N – Notice for Frozen Shipments

DD Form 1502N-1 – Notice for Chilled Medical Material Shipment

DD Form 1502N-2 – Notice for Limited Unrefrigerated Medical Shipments

2. A sample of the Shipper's Declaration for Dangerous Goods is available as Attachment 1; DD FORM 2890. Supplies of this form are available from commercial vendors who specialize in hazardous material transportation supplies. This is a red-bordered form and must meet the format, size and color specifications outlined in IATA Dangerous Goods Regulation, Section 8 – Documentation.

3. Submit a request for the DD Form 3035-1 Neon Orange Refrigeration Label for use with stringent cold chain management protocols to DSCPcoldchain@dla.mil**;** include the name of the form, quantity required, and complete mailing address, together with the name and telephone number of your POC.

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Attachment I- DD FORM 2890

DOD MULTIMODAL DANGEROUS GOODS DECLARATION

This form may be used as a dangerous goods declaration as it meets the requirements of SOLAS 74, Chapter VII, regulation 54; MARPOL 79/78, Annex III, Regulation 4.

1. SHIPPER/CONSIGNOR/SENDER	2. TRANSPORT DOCUMENT NUMBER	3. PAGE 1 OF PAGES	4. SHIPPER'S REFERENCE (TCN)

5. FREIGHT FORWARDER'S REFERENCE	6. CONSIGNEE	7. CARRIER *(To be completed by the carrier)*

24-HOUR EMERGENCY ASSISTANCE TELEPHONE NUMBERS:

DOD NON-EXPLOSIVE HAZMAT:	DOD HAZ CLASS 1 (EXPLOSIVES) ONLY:	CHEMICAL/BIOLOGICAL WARFARE MATERIAL:	DOD SECURE HOLDING:	DOD RADIOACTIVE MATERIALS: COLLECT
(800) 851-8061/ (804) 279-3131 AT SEA: COLLECT: **(804) 279-3131**	COLLECT: **(703) 695-4695/4696** or DSN: **225-4695/4696** (Watch Officer)	**(410) 436-6200** DSN: **584-6200**	**(800) 826-0794** *(For TSPs/drivers emergency secure holding issues, accidents, delays, and incidents)* OIL/CHEMICAL SPILLS: NRC & TERRORIST HOTLINE: **(800) 424-8802** AT SEA: COLLECT: **(202) 267-2675**	ARMY: **(703) 695-4695/4696** USAF: **(301) 981-5058** DLA: **(800) 851-8061** AT SEA: COLLECT: **(804) 279-3131** USN/MC: Use 24-hour emergency response number provided by activity.

8. THIS SHIPMENT IS WITHIN THE LIMITATIONS PRESCRIBED FOR: *(X as applicable)*

☐ **MILITARY VESSEL** ☐ **COMMERCIAL VESSEL** ☐ **HIGHWAY/RAIL**

9. CONTAINER PACKING CERTIFICATE OR VEHICLE PACKING DECLARATION, DD FORM 2781, IS ATTACHED *(X if applicable)*

10. VOYAGE DOCUMENT NUMBER AND SAILING DATE *(To be completed by the carrier)*	11. PORT/PLACE OF LOADING

12. PORT/PLACE OF DISCHARGE	13. DESTINATION

14. SHIPPING MARKS	DESCRIPTION OF GOODS *(UN No., PSN, HC, SHC, PG, number and kind of package, and additional information as required by regulations)*	NET MASS/QTY *(kg/l)*	GROSS MASS *(kg)*

15. CONTAINER IDENTIFICATION NO./ VEHICLE REGISTRATION NO.	16. SEAL NUMBER(S)	17. CONTAINER/VEHICLE AND TYPE	18. TARE MASS *(kg)*

19. ADDITIONAL HANDLING INFORMATION

20. RECEIVING ORGANIZATION RECEIPT

Received the above number of packages/containers/trailers in apparent good order and condition, unless stated hereon:

a. RECEIVING ORGANIZATION REMARKS

b. HAULER'S NAME	c. VEHICLE REGISTRATION NO.	d. SIGNATURE AND DATE	e. DRIVER'S SIGNATURE

21. SHIPPER PREPARING THIS FORM

SHIPPER'S DECLARATION. I hereby declare that the contents of this consignment are fully and accurately described above by the Proper Shipping Name, and are classified, packaged, marked, and labeled/placarded and are in all respects in proper condition for transport according to applicable international and national government regulations.

a. NAME OF COMPANY/MILITARY UNIT	b. NAME/STATUS OF DECLARANT/CERTIFIER
c. PLACE AND DATE	d. SIGNATURE OF DECLARANT/CERTIFIER

DD FORM 2890, SEP 2015 PREVIOUS EDITION IS OBSOLETE. Adobe Designer 9.0

Attachment II-ECAT Catalog Schema

Tab 1- Item Master Template Fields				
Field Name	**Length**	**Type**	**Definition**	**Comments**
***MANUFACTURER NAME**	40	AN	The name of the manufacturer that produces the product.	The combination of the Manufacturer Name and Manufacturer Part Number denotes the unique Product Identifier.
***MANUFACTURER PART NUMBER**	30	AN	The Original Equipment Manufacturer's (OEM) item number to identify the product.	The combination of the Manufacturer Name and Manufacturer Part Number denotes the unique Product Identifier. ***If this field is blank, the NDC field MUST be completed.***
***NATIONAL DRUG CODE**	11	N	The National Drug Code corresponding to the Manufacturer Part Number.	***Note: This field applies to Pharmaceutical products only.*** The National Drug Code is an 11-digit number identifying human drugs. ***If this field is blank, the Manufacturer Part Number field MUST be completed.***
SUPPLIER NAME	120	AN	The name of the supplier that provides the product for distribution.	***If this column is blank, the assumption is that the contract owner is the supplier. The system will align the supplier part number with the contract owner.***
***SUPPLIER PART NUMBER**	30	AN	The item number used by the supplier to identify the product.	
LINE ITEM NUMBER	12	N	Used as a reference when providing errors for the current request that is being worked. Not a field that is tied to a specific data item.	
***LINE ITEM ACTION (A/U/D)**	1	A	The action to be taken on this line.	**A** = Add this line to the contract **U** = Update this line with the data provided in this spreadsheet **D** = Delete this existing line from the contract. Deleting the product will cause the product to be removed from every price group associated to this contract
***PRODUCT NAME**	80	AN	The formal name of the product.	A set of 1 to 3 words that constitutes the distinctive name of the product. ***Preferred Format is: Noun (space) Descriptor1 (space) Descriptor2. The Noun must be singular. Descriptors must express quality, kind, or condition of the Noun. Abbreviations must NOT be used.***
***PRODUCT DESCRIPTION**	800	AN	Specifications and details that are not contained in the Product Name but are needed to accurately describe the product.	***The description must be a maximum of 800 characters. Abbreviations must NOT be used.***
PRODUCT CATEGORY	80	AN	Used by suppliers to group items into specific categories, enabling them to provide discounts based on items in specific categories, when applicable.	
PRODUCT TYPE CODE (G/C/O)	1	A	Identifies the Product Type.	**G =** General Product **C =** Components **O =** Products with Options ***Value will default to G, if not provided.***
BASE UNIT OF PACK CODE	2	AN	The smallest packaging configuration within the Unit of Sale. The first tie, wrap, or container applied to a single item, or a quantity thereof, or to a group of items of a single part number, preserved or unpreserved, which constitutes a complete or identifiable package.	
QTY OF BASE UNIT OF MEASURE	8,3	N	The count of Item UOM Content units contained in the Base Unit of Pack (BUOP).	

BASE UNIT OF MEASURE CODE	2	AN	The smallest practical Unit of Measure for the product contained in the Item UOM.	
***HAZARDOUS INDICATOR (Y/N)**	1	A	Indicates whether the product is classified as hazardous.	**Y** = Yes **N** = No
***COLD CHAIN CODE (A/F/R)**	1	A	Indicates whether the item must be kept frozen or refrigerated.	**A** = Ambient (Not a cold chain item) **F** = Frozen (Item requires frozen storage) **R** = Refrigeration (Item requires refrigeration storage)
***CONTROLLED CODE (0/1/2/3/4/5)**	1	A	Indicates whether the product must be stored in a secure area.	**0** = NO CONTROL **1** = LSD, HEROIN, MARIJUANA - RESEARCH ONLY **2** = MORPHINE, MEPERIDINE, AMPHETAMINES, ETC., MOST POTENTIAL FOR ABUSE **3** = ASPIRIN/CODEINE, ETC., LESS ABUSED **4** = DIAZEPAM, ETC., POTENTIAL ABUSE **5** = CONTROLLED SALE BY PHARMACY ONLY ***Value will default to 0 if not provided.***
MINIMUM ORDER QTY	4	N	The minimum number of the Unit of Sale that must be ordered.	Minimum Order Quantity should be equal to or less than the Multiple Order Quantity. ***If no minimum order value is required, enter a value of 1.***
MULTIPLE ORDER QTY	4	N	The multiplier for ordering greater than the Minimum Ordering Quantity.	The denomination in which the product must be ordered. It is used in conjunction with Minimum Order Quantity. ***If no multiple order quantity is required, enter a value of 1.***
***COUNTRY OF ORIGIN CODE**	3	AN	The three position Country Code of the country of origin for the product.	***The Country of Origin Code MUST be three (3) characters.***
DROP SHIP INDICATOR (Y/N)	1	A	Indicates whether the product may be drop shipped.	***Note: This field is NOT APPLICABLE to ECAT Contracts.*** **Y** = Yes **N** = No ***Value will default to N, if not provided.***
DROP SHIP FEE INDICATOR (Y/N)	1	A	Indicates whether there is a fee to drop ship the product.	***Note: This field is NOT APPLICABLE to ECAT Contracts.*** ***This field is ONLY used when the Drop Ship Indicator is Y.*** **Y** = Yes **N** = No ***Value will default to N, if not provided.***
GREEN PRODUCT INDICATOR (Y/N/U)	1	A	Indicates whether the product is environmentally friendly.	**Y** = Yes **N** = No **U** = Unknown ***Value will default to U, if not provided.***
***LATEX FREE INDICATOR (Y/N/U)**	1	A	Indicates whether the product is latex free.	**Y** = Yes **N** = No **U** = Unknown ***Value will default to U, if not provided.***
***SHELF LIFE MONTHS**	3	N	Represents the general shelf life (in months) of the item at the time of manufacturing.	

Tab 2 - Price Offer Template Fields

Field Name	Length	Type	Definition	Comments
***MANUFACTURER NAME**	40	AN	The name of the manufacturer that produces the product.	The combination of the Manufacturer Name, Manufacturer Part Number, Unit of Sale Code and Items Per Unit of Sale Quantity denotes the unique Product Identifier.
***MANUFACTURER PART NUMBER**	30	AN	The Original Equipment Manufacturers (OEM) item number to identify the product.	The combination of the Manufacturer Name, Manufacturer Part Number, Unit of Sale Code and Items Per Unit of Sale Quantity denotes the unique Product Identifier. ***If this field is blank, the NDC field MUST be completed.***
***NATIONAL DRUG CODE**	11	N	The National Drug Code corresponding to the Manufacturer Part Number.	***Note: This field applies to Pharmaceutical products only.*** The National Drug Code is an 11-digit number identifying human drugs. ***If this field is blank, the Manufacturer Part Number field MUST be completed.***
SUPPLIER NAME	120	AN	The name of the supplier that provides the product for distribution.	***If this column is blank, the assumption is that the contract owner is the supplier. The system will align the supplier part number with the contract owner.***
***SUPPLIER PART NUMBER**	30	AN	The item number used by you to identify the product.	
NATIONAL STOCK NUMBER	13	N	The National Stock Number corresponding to the Part Number.	A National Stock Number is the official label applied to an item of supply that is repeatedly procured, stocked, stored, issued, and used throughout the Federal Supply System.
***UNIT OF SALE CODE**	2	AN	The saleable packaging configuration.	The combination of the Manufacturer Name, Manufacturer Part Number, Unit of Sale Code and Items Per Unit of Sale Quantity denotes the unique Product Identifier.
***ITEMS PER UNIT OF SALE QTY**	8	N	The count of Base Unit of Pack units within the Unit of Sale.	The combination of the Manufacturer Name, Manufacturer Part Number, Unit of Sale Code and Items Per Unit of Sale Quantity denotes the unique Product Identifier.
INNER PACK CODE	2	AN	The packaging configuration of the Item units contained within the Unit of Sale.	***A value is not required; however, if it is completed, then Inner Pack Qty must also be completed.***
INNER PACK QTY	8,3	N	The count of Base Unit of Pack units contained in the Inner Packaging.	***A value is not required; however, if it is completed, then Inner Pack Code must also be completed.***
***TOTAL EACHES**	8	N	The smallest Base Unit of Pack units contained in the Unit of Sale.	

***PRICE GROUP ID**	6	N	The price group ID generated within the application that corresponds to the proposed grouping of products and pricing for a given region, contract/pricing agreement type (i.e., BIG 4, National Contract), or specific DoDAAC(s).	***This number MUST correspond to a Price Group that has been saved within the application and associated to this request, prior to importing any spreadsheet data.***
***LEAD TIME DAYS**	3	N	The maximum number of business days to ship the product from Order Acceptance to arrival of shipment to the customer.	The timeframe begins at Order Acceptance and ends at delivery to the customer.
LINE ITEM NUMBER	12	N	Used as a reference when providing errors for the current request that is being worked. Not a field that is tied to a specific data item.	
***LINE ITEM ACTION (A/U/D)**	1	A	The action to be taken on this line.	**A** = Add this line to the contract **U** = Update this existing line on the contract with the data provided in this spreadsheet **D** = Delete this existing line from the contract
***LIST PRICE**	9,2	N	The commercial catalog Unit of Sale price.	
***BASE OFFERED UNIT PRICE**	9,2	N	Supplier offered price to the DLA for the quantity unit of sale provided. This is considered price level 1 when there are multiple price level options.	All line items must have an offered unit price. For products with multiple prices, the offered unit price is considered price level 1. All subsequent pricing levels must have a preceding pricing level value. ***DO NOT include the dollar sign ($); also, the value MUST contain two decimal places for cents even on a whole number (i.e., CORRECT = 23.45; INCORRECT = $23.45 or $23 or 23].***
VOLUNTARY PRICE REDUCTION (VPR)	9,2	N	This price serves a price override of the offered unit price for the timeframe specified for the regions specified.	This price will exist for a finite timeframe that must start on or after the contract effective date, and end on or before the contract end date. ***A value is not required; however, if it is completed, then VPR Effective Date & VPR Expiration Date must also be completed.***
VPR EFFECTIVE DATE	8	N	The date the VPR will be effective for ordering.	***This date must be completed if Voluntary Price Reduction (VPR) is completed. The date must be formatted as MM/DD/YYYY.***
VPR EXPIRATION DATE	8	N	The date the VPR will expire for ordering.	***This date must be completed if Voluntary Price Reduction (VPR) is completed. The date must be formatted as MM/DD/YYYY.***
VOLUME DISCOUNT BREAK POINT 1	5	N	The Upper Limit of 1st Break Point.	Enter the value for the quantity where the first discount begins. For example, if a 10% discount is given for ordering 100 or more, enter 100. ***A value is not required; however, if it is completed, then <u>either</u> Volume Discount Amount 1 <u>or</u> Volume***

				Discount Percentage 1 must also be completed.
VOLUME DISCOUNT AMOUNT 1	9,2	N	The 1st Break Point Discount Amount.	Enter the discounted Unit Price of the first break point. For example, if the base price is 10.00 and a 10% discount is offered if 100 or more are ordered, then enter 9.00 as the Discount Amount. ***DO NOT include the dollar sign ($). Also, the value MUST contain two decimal places for cents even on a whole number. <u>This field MUST NOT be completed if using Volume Discount Percentage 1.</u>***
VOLUME DISCOUNT PERCENTAGE 1	5	N	The 1st Break Point Discount Percentage.	Enter the Percentage Discount of the first break point. For example, if the base price is 10.00 and a 10% discount is offered if 100 or more are ordered, then enter 10 as the Discount Percentage. ***DO NOT include the percentage sign (%). <u>This field MUST NOT be completed if using Volume Discount Amount 1.</u>***
VOLUME DISCOUNT BREAK POINT 2	5	N	The Upper Limit of 2nd Break Point.	Enter the value for the quantity where the second discount begins. For example, if a 12% discount is given for ordering 200 or more, enter 200. ***A value is not required; however, if it is completed, then <u>either</u> Volume Discount Amount 2 <u>or</u> Volume Discount Percentage 2 must also be completed.***
VOLUME DISCOUNT AMOUNT 2	9,2	N	The 2nd Break Point Discount Amount.	Enter the discounted Unit Price of the second break point. For example, if the base price is 10.00 and a 12% discount is offered if 200 or more are ordered, then enter 8.80 as the Discount Amount. ***DO NOT include the dollar sign ($). Also, the value MUST contain two decimal places for cents even on a whole number. <u>This field MUST NOT be completed if using Volume Discount Percentage 2.</u>***
VOLUME DISCOUNT PERCENTAGE 2	5	N	The 2nd Break Point Discount Percentage.	Enter the Percentage Discount of the second break point. For example, if the base price is 10.00 and a 12% discount is offered if 200 or more are ordered, then enter 12 as the Discount Percentage. ***DO NOT include the percentage sign (%). <u>This field MUST NOT be completed if using Volume Discount Amount 2.</u>***
VOLUME DISCOUNT BREAK POINT 3	5	N	The Upper Limit of 3rd Break Point.	Enter the value for the quantity where the third discount begins. For example, if a 15% discount is given for ordering 300 or more, enter 300. ***A value is not required; however, if it is completed, then <u>either</u> Volume Discount Amount 3 <u>or</u> Volume Discount Percentage 3 must also be completed.***

VOLUME DISCOUNT AMOUNT 3	9,2	N	The 3rd Break Point Discount Amount.	Enter the discounted Unit Price of the third break point. For example, if the base price is 10.00 and a 15% discount is offered if 300 or more are ordered, then enter 8.50 as the Discount Amount. **DO NOT include the dollar sign ($). Also, the value MUST contain two decimal places for cents even on a whole number. This field MUST NOT be completed if using Volume Discount Percentage 3.**
VOLUME DISCOUNT PERCENTAGE 3	5	N	The 3rd Break Point Discount Percentage.	Enter the discounted Percentage of the third break point. For example, if the base price is 10.00 and a 15% discount is offered if 300 or more are ordered, then enter 15 as the Discount Percentage. ***DO NOT include the percentage sign (%). This field MUST NOT be completed if using Volume Discount Amount 3.***
VOLUME DISCOUNT BREAK POINT 4	5	N	The Upper Limit of 4th Break Point.	Enter the value for the quantity where the fourth discount begins. ***For example, if a 20% discount is given for ordering 400 or more, enter 400. A value is not required; however, if it is completed, then either Volume Discount Amount 4 or Volume Discount Percentage 4 must also be completed.***
VOLUME DISCOUNT AMOUNT 4	9,2	N	The 4th Break Point Discount Amount.	Enter the discounted Unit Price of the fourth break point. For example, if the base price is 10.00 and a 20% discount is offered if 400 or more are ordered, then enter 8.00 as the Discount Amount. ***DO NOT include the dollar sign ($). Also, the value MUST contain two decimal places for cents even on a whole number. This field MUST NOT be completed if using Volume Discount Percentage 4.***
VOLUME DISCOUNT PERCENTAGE 4	5	N	The 4th Break Point Discount Percentage.	Enter the discounted Percentage of the fourth break point. For example, if the base price is 10.00 and a 20% discount is offered if 400 or more are ordered, then enter 20 as the Discount Percentage. ***DO NOT include the percentage sign (%). This field MUST NOT be completed if using Volume Discount Amount 4.***
COMPARISON PRICE 1	9,2	N	The first comparison price for this product.	***A value is not required; however, if it is completed, then both Comparison Price 1 Name and Comparison Price 1 Type must also be completed.***
COMPARISON PRICE 1 NAME	30	AN	The description for Comparison Price 1.	***A value is only required when Comparison Price 1 is completed.***

COMPARISON PRICE 1 TYPE	6	AN	The type of comparison price for Comparison Price 1.	***A value is only required when Comparison Price 1 is completed.*** **MFC** = Most Favored Customer price **MSC** = Most Similar Customer price **OGP** = Other Government Pricing from any other government source **EQFSS** = VA FSS Price, according to the supplier **SCM** = DAPA Holder Sells the Item Commercially; price offered is best price available given similar terms **NSCM** = Item is a Commercial Item, but is Not Sold Commercially by the DAPA Holder; price offered is best price available given similar terms **SCPK** = DAPA Holder Sells PrePak or Similar PrePaks Commercially; price offered is best price available given similar terms **NSCPK** = Component Items are Commercial, but PrePak is Not Sold Commercially by DAPA Holder; price offered is best price available given similar terms
COMPARISON PRICE 2	9,2	N	The second comparison price for this product.	***A value is not required; however, if it is completed, then both Comparison Price 2 Name and Comparison Price 2 Type must also be completed.***
COMPARISON PRICE 2 NAME	30	AN	The description for Comparison Price 2.	***A value is only required when Comparison Price 2 is completed.***
COMPARISON PRICE 2 TYPE	6	AN	The type of comparison price for Comparison Price 2.	***A value is only required when Comparison Price 2 is completed.*** Refer to Comparison Price 1 Type for allowable values and descriptions.
COMPARISON PRICE 3	9,2	N	The third comparison price for this product.	***A value is not required; however, if it is completed, then both Comparison Price 3 Name and Comparison Price 3 Type must also be completed.***
COMPARISON PRICE 3 NAME	30	AN	The description for Comparison Price 3.	***A value is only required when Comparison Price 3 is completed.***
COMPARISON PRICE 3 TYPE	6	AN	The type of comparison price for Comparison Price 3.	***A value is only required when Comparison Price 3 is completed.*** Refer to Comparison Price 1 Type for allowable values and descriptions.
GTIN	14	N	The Global Trade Item Number corresponding to the Part Number.	***Note: This field applies to Medical/Surgical products only.***
LENGTH UOM CODE	2	AN	The Length Unit of Measure Code of the Unit of Sale.	***Length UOM Code, Width UOM Code, and Height UOM Code must ALL have the SAME value.***
LENGTH	5,3	N	The Length dimension of the Unit of Sale.	
WIDTH UOM CODE	2	AN	The Width Unit of Measure Code of the Unit of Sale.	***Length UOM Code, Width UOM Code, and Height UOM Code must ALL have***

				the SAME value.
WIDTH	5,3	N	The Width dimension of the Unit of Sale.	
HEIGHT UOM CODE	2	AN	The Height Unit of Measure Code of the Unit of Sale.	***Length UOM Code, Width UOM Code, and Height UOM Code must ALL have the SAME value.***
HEIGHT	5,3	N	The Height dimension of the Unit of Sale.	
GROSS WEIGHT UOM CODE	2	AN	The Gross Weight Unit of Measure Code of the Unit of Sale.	
GROSS WEIGHT	5,3	N	The Gross Weight of the Unit of Sale.	

Placement of Delivery Order / ECAT Order Evaluation Factors

Basic Policy:

Ordering Procedures in accordance with FAR 8.4 – DLA will be awarding the contracts and each vendor's catalog will be uploaded to ECAT. Customers will then order within the ECAT system. Unless an exception applies, the customer must seek competition for any order exceeding the micro-purchase threshold up to the Simplified Acquisition Threshold (SAT), but is not required to compete orders valued less than the micro-purchase threshold. Any best value trade-off decision is the responsibility of the user and as such they must comply with rules and regulations governing their procurement(s) including any documentation required with respect to their trade-off decision. Ordering activities are advised of the competition requirements and are informed of the documentation requirements. Most DoD facilities have a local requirement requiring that they investigate at least three (3) sources. The facility is required to document this requirement and can do this either in the ECAT system or outside of the system. For large acquisitions (over the SAT), typically the facility has an equipment committee that either reviews all purchase decisions or is included in the process. In addition to price, when determining the best value, the customer may consider, among other factors, the following:

1) Item features required for effective mission performance (e.g., quality, customer/user considerations, reliability);
2) Warranty considerations;
3) Delivery requirements;
4) Past performance;
5) Interchangeability;
6) Environmental and energy efficiency considerations;
7) Small Business considerations, including contractors' status as a service-disabled veteran-owned small business concern (SDVOSB), small disadvantaged business concern, women-owned small business concern, or status as another category of small business;
8) Special features of the supply or service required for effective program performance;
9) Trade-in considerations;
10) Probable life of the item selected compared to that of a comparable item; and
11) Maintenance availability.

The selecting official at the Government ordering activity will have the right to assign relative weight to each factor considered. That is, some factors may be more or less important, depending on the end users' needs or experience with a particular item.

a. Orders Valued Above the Simplified Acquisition Threshold:

DLA Troop Support will oversee the competition and delivery order award process for orders exceeding the simplified acquisition threshold. Unless a Limited-Sources Justification in accordance with FAR 8.405-6 applies to an acquisition, DLA Troop Support will issue a Request for Quotation (RFQ) to the ECAT vendors, as part of the fulfillment process for any ECAT order valued above the simplified acquisition threshold. The RFQ will only be emailed to ECAT vendors offering the same brand name or part number required by the customer. The RFQ will describe the requirement(s) and provide the basis on which quotes will be evaluated. Quotes will generally be required within 24 hours. There may be delivery order competition with the previous generation of Medical Equipment Contracts, awarded based on Solicitation SPE2DH-16-R-0002. In the future, it is also possible that delivery order competition will take place with the subsequent generation(s) of Medical Equipment Contracts.

In addition to price, when selecting the quote that represents the best value, the Government may consider, among other factors, the factors 1 through 11 listed above. The Government will have the right to assign relative weight to each factor considered. When an ECAT vendor is selected under this procedure, DLA Troop Support will issue any resulting order(s). The delivery lead-time requested in the RFQ and the delivery-lead-time in the resultant order may be longer than the lead-time in the vendor's contract.

If Past Performance is noted in the RFQ as one of the considerations for order placement, such Past Performance information will be limited to the quoting vendor's performance filling ECAT orders for the same or similar items within the past year. If the vendor's Past Performance information indicates that it can fulfill the RFQ requirements, the vendor's Past Performance will be considered acceptable.

Each order will be placed on a competitive basis, unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 8.405-6. Unless other means of publication are authorized by DLA Troop Support, a Limited Sources Justification must be completed and posted through an electronic means.

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Solicitation Provisions

52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (SEPT 2021) is incorporated in the solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

ADDENDUM TO 52.212-1:

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

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

   Delete the 1st sentence and substitute the following:

   Submit signed and dated offers as specified on page 4 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [**X]** Facsimile offers are NOT authorized for this solicitation. [ ] Facsimile offers are authorized for this solicitation.

   Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration.
   Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. **Paragraph (b)(5)**

   The following language is added to Paragraph (b)(5):

   Warranty – If you are offering an Express Warranty, it must be submitted with your offer.

3. **Paragraph (b)(6)**

   The following language is added to Paragraph (b)(6):

   The offeror is to furnish their commercial catalog(s) and/or price lists, and/or Federal Supply Schedules for all items that they propose to offer under ECAT. The offeror is also required to identify the offered prices and the percentage discount(s) from catalog/list price that they are proposing for all items offered for each of the separate region(s) (CONUS, OCONUS, AHP) which they submit a price list for. Offerors may offer a single discount for all items or discounts that vary by product category or by individual item. If a single discount is not offered, the Government prefers and requests discounts that vary by product category rather than by individual item. In any case, the number of offered discounts and/or product categories should be kept to a reasonable number. If the discount will vary by product category, the offeror must identify a category for all offered items, define each category (including all of the items within that category), and the discount that will apply to all offered items within that category.

   Your Past History of Sales. Offerors are required to submit their past year's history of sales to DoD, VA and other Federal Government Agencies. If the offeror does not have Government sales, provide the company's commercial sales volume. In response to this solicitation, vendors shall state what they think their company's potential for sales under Medical Equipment ECAT will be and the basis for this projection. This information will be used to establish the minimum, maximum and estimated dollar value threshold for the vendor's ECAT contract.

4. **Paragraph (c),** *Period for Acceptance of Offers*.

Change "30 calendar days" to read "**180** calendar days."

Catalog Submission Requirements

1. The offeror is to furnish their commercial catalog(s) and/or price lists for all items that they propose to offer under ECAT. The offeror is also required to submit prices and identify the percentage discount (s) from catalog/list price that they are proposing for all items offered for each of the separate region(s) (CONUS, OCONUS, AHP) which they submit a price list for. Offerors may offer a single discount for all items or discounts that vary by product category or by individual item. If a single discount is not offered, the Government prefers and requests discounts that vary by product category rather than by individual item. In any case, the number of offered discounts and/or product categories should be kept to a reasonable number. If the discount will vary by product category, the offeror must identify a category for all offered items, define each category (including all the items within that category), and the discount that will apply to all offered items within that category.

2. **PRICING:** The offered schedules of supplies, list prices, offered discounts from list prices, and the resulting net prices are for the Initial Contract Year of this contract.

- Tiered pricing discounts based on order quantity of individual products or product categories are requested.

- ECAT prices shall be as low as or lower than prices offered to the contractor's most similar customer (MSC) pricing under same and similar conditions most comparable to those solicited by the Federal Government. MSC is evaluated as an agreement established between vendor and customer (e.g., general public, dealer, distributor, or other reseller) that guarantees the customer the best price the vendor offers to customers within similar purchasing environments.

Pricing Support for Price Reasonableness Determinations: For initial contract award, for any upward EPA adjustments and for any contract additions or changes the vendor shall provide other than certified cost or pricing data to support the price reasonableness of the offered items.

(1.) The contractor will be required to submit invoices and/or other documentation to substantiate commercial catalog prices and discounts for offered items. This data will also be used to substantiate that price under this contract are equal to or lower than prices that are given to the commercial customers within similar purchasing environments. Similar purchasing environment should be considered customers of equal size to the Federal Government, the combination of all orders under the awarded contract with no guaranteed commitment level.

(2.) Vendors shall complete and provide EcatItemPriceImportTemplate as part of their initial proposal and provide updates throughout the life of any resultant contract.

(3.) Vendors should anticipate providing one of the following types of price support information in accordance with the following order of precedence for each item. At the discretion of the Contracting Officer a random sample may be used to limit the number of items for which a vendor has to provide price support information, both for items in initial offers and for product additions after contract award. The vendor will be provided direction on which items require price support information prior to initial contract award, or when vendors submit product addition requests after contract award. The following price support information order of precedence shall apply

unless directed otherwise by the Contracting Officer. A recent commercial invoice that is no older than 12 months should be provided for all items requested by the Government. In event that the item is completely new for the vendor and has not yet been sold by it, the Government may remove the item from consideration until a commercial sale is completed. The Government reserves the right to require different or additional other than certified cost or pricing data or to use other price or cost support analytical procedures to ensure that all prices are fair and reasonable. Failure to provide adequate supporting information for the Contracting Officer to determine pricing as fair and reasonable may result in rejection of an offer.

The Contracting Officer has the discretion to request and rely on additional or alternative information to determine if an offered price is fair and reasonable.

Offerors with no or minimal commercial sales may be required to provide additional other than certified cost or pricing data. Additional other than certified cost or pricing data offerors with no or minimal commercial sales should anticipate providing includes, but is not limited to, the following: Original Equipment Manufacturer (OEM) Commercial Price lists, OEM Invoices, Distributor Agreements with OEMs, OEM terms of sale to distributors, end users, and/or the public, and documentation revealing and explaining Distributor Mark-up, including value added services provided by the offeror.

3. ELECTRONIC COMMERCE (EC) IMPLEMENTATION PLAN REQUIREMENTS

At a minimum, you must provide the following information:

a. System Recovery - Describe what provisions your company has to recover from losing system capability in the event of a "worst-case" disaster. How long will it take for DLA Troop Support to be able to place orders again after a "worst-case" disaster occurs?

b. Interface - Per Statement of Work paragraph VII (Electronic Commerce Requirements), advise which method, ANSI X12 or Web Supplier Interface Requirement, you will use to implement this contract using ECAT.

c. Operation Plan – Provide a flow chart describing the process from the moment an ECAT order is received until the moment the order is shipped. Provide a brief description and expected duration for each step on the flow chart.

d. Subcontractors - Identify if any EC operations e.g. (Storage, System Recovery, Order Management) will be performed by a subcontractor. Describe your procedures for selecting subcontractors and assuring they perform their duties as required.

4. ECAT CATALOG REQUIREMENTS

1. The contractor shall submit and maintain a Product Catalog(s) listing all items available to the customers ordering under this contract via the Medical Item and Pricing (MediPrice) excel template "EcatItemPriceImportTemplate.xlsx." MediPrice is a centralized Medical Item and Pricing solution that houses contract and pricing agreement data. The submission shall include, but is not limited to, the following:

Catalog Requirements - The format for importing data into the ECAT catalog is an Excel Spreadsheet that includes specified data elements. These data elements describe each item, and each set of data elements (for each item) is one line in the file. The field types are alphanumeric (X) or numeric (9). The lengths given are maximum lengths for a particular field. The fields do not need to be padded with any character to fill the field to its maximum length. Numeric fields (e.g., Price) described like 9(m, n) have a total of m numeric digits with n of those coming after the decimal point. Each data element would represent a column in the spreadsheet. Submit one excel file for each catalog submission. Refer to the ECAT MediPrice Template field definitions tab for the

mandatory and optional fields required in the excel spreadsheet. The mandatory columns are indicated by a * in the header of each column that is required. Catalog submission of the items offered will be in the excel spreadsheet format with the required data elements. Listed below are the mandatory fields required in the excel spreadsheet (also highlighted in yellow in the spreadsheet under tab lD Definitions): The excel spreadsheet can be submitted via subject solicitation, via email or DoD Safe.

- Manufacturer Name
- Manufacturer Part Number
- Supplier Part Number
- Line-Item Action
- Product Name
- Product Description
- Hazardous Indicator
- Cold Chain Code
- Controlled Code
- Country Of Origin Code
- Latex Free Indicator
- Shelf-Life Months
- Unit Of Sale Code
- Items Per Unit of Sale Qty
- Total Eaches
- Price Group Id
- Lead Time Days
- List Price
- Base Offered Unit Price

Note: Please contact the current solicitation POC(s), Alek Pagliaccetti – Alek.Pagliaccetti@dla.mil or Yasmeen Turner - Yasmeen.Turner@dla.mil for a copy of the ECAT MediPrice Template. Questions regarding the MediPrice Template can be directed to the emails above or by telephone at 215-737-0857.

2. The catalog requirements, along with the field definitions are outlined in the ECAT MediPrice template. The ECAT MediPrice template has two separate tabs for mandatory data input. Item Master has one (1) row for each Product, and Price Offer has one (1) or more associated Pricing rows (depending on the catalogs being offered). Field Definitions and Country Codes are additional fields for reference.

3. For the most current guidelines to submit catalog additions, changes or deletions, please contact your assigned administrator.

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Request For Proposal Checklist

Below is a checklist of the information you must submit with your offer under this Request for Proposals. **If you have or are planning to submit an offer to this solicitation, please review the checklist below** to ensure your proposal will be complete.

You must answer all following questions listed below and provide all the information requested in paragraph 1 through 17 as part of your proposal.

1. Is a Signed copy of the completed solicitation number **SPE2DH-21-R-0002** included (and applicable Amendments)?

   Yes ☐ ☐ No

2. Have you provided a signed, dated statement stating that the offeror shall fully comply with all solicitation requirements and is not taking exception to any terms or conditions?

   Yes ☐ ☐ No

3. Are **Offered Prices** and **Offered Discount** from your Commercial List Price for the items offered included in the Catalog Loader Template? **For evaluation purposes, we need only the items offered and the offered discount from your commercial catalog price for those items.** Is the MediPrice Loader spreadsheet submitted in accordance with the solicitation requirements listed above with the mandatory fields populated as outlined in the Statement of Work, page **33-36,** included?

   Yes ☐ ☐ No ☐ Not Applicable

4. Is there a copy of your current **Commercial Catalog** included with your proposal?

   Yes ☐ ☐ No ☐ Not Applicable

5. Is there a copy of your current **Federal Supply Schedule** included with your proposal?

   Yes ☐ ☐ No ☐ Not Applicable

6. Is **Clause 52.215-20** "REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – ALTERNATE IV" on **pages 106-107,** completed?

   Yes ☐ ☐ No ☐ Not Applicable

7. Is the estimate your Company expects as **Potential for sales in dollars** under ECAT and the basis for this projection included?

   Yes ☐ ☐ No ☐ Not Applicable

8. Have you provided Information on the past year of sales to DoD and to other Federal Government Agencies? Provide the total dollar value of sales on government contracts performed in the past year.

Yes ☐ ☐ No ☐ Not Applicable

9. Are you a **large business**? If so, provide a copy of your Company's **Subcontracting Plan** and any approval from a Federal Agency of that Plan should be included. See FAR Clause 52.219-9 Small Business Subcontracting Plan.

Yes ☐ ☐ No ☐ Not Applicable

10. Is the **EC Implementation Plan** as outlined on page **80**, included?

Yes ☐ ☐ No ☐ Not Applicable

11. Is **Clause 52.212-3** on pages **85-104** completed?

Yes ☐ ☐ No ☐ Not Applicable

12. Warranty. Are you offering an **Express Warranty**? If so, is it included with your offer?

Yes ☐ ☐ No ☐ Not Applicable

13. Invoices. Have you provided commercial sales invoices to commercial customers for the items included in your proposal to support your pricing?

Yes ☐ ☐ No ☐ Not Applicable

14. Return of Goods Policy. Have you provided your Return of Goods Policy and/or Restocking Fee Policy (pages **41-42**)?

Yes ☐ ☐ No ☐ Not Applicable

15. Verify that you are able to adhere to ALL shipment requirements listed above applicable to your offered products (pages **43-68**)

Yes ☐ ☐ No ☐ Not Applicable

16. Is clause 52.204-26 and 52.204-24 on pages **116-122** completed (checkboxes are checked in the clauses)?

Yes ☐ ☐ No ☐ Not Applicable

17. You must provide an AUTHORIZED VENDOR REPRESENTATIVE: the vendor must provide the name of the individual(s) authorized to negotiate and commit the vendor as part of this proposal and any resultant contract. The individual(s)' email and phone number shall also be provided.

_____

_____

_____

******Failure to provide all the above information may result in the rejection of the proposal and resubmission of a completed package will be required.**

Please also note the following:

a) The order of priority for initial assessment of offers is determined as follows:

- A proposal submitted by a firm that has a current contract that is due to expire.
- Priority items for award determined by the Government, for example, to support contingency, introduction of new items or urgent customer requirement.

b) Upon evaluation of the proposal, the Contracting Officer will make a determination as to whether the offeror has an understanding of the solicitation requirements sufficient enough to move forward. If the Contracting Officer determines that the offeror has not demonstrated an understanding of the solicitation requirements, he/she may determine the proposal to be non-compliant and may return the proposal without further evaluation.

c) If an offeror has not responded to a request for clarification/negotiations within 30 days, DLA Troop Support may consider this to be an indication that the offeror is no longer interested in pursuing a contract with the government. The Contracting Officer will follow-up with a letter to the offeror informing them the proposal will no longer be considered.

[Section Intentionally Left Blank]

52.212-2, EVALUATION – COMMERCIAL ITEMS (OCT 2014)

(a) The Government intends to award a contract to any responsible offeror who can comply with all solicitation requirements, including all technical requirements, and whose offered pricing can be determined fair and reasonable. Proposals that are found to be missing required information may be rejected without further evaluation.

(b) **Fair and Reasonable Price:** All offered pricing must be determined to be fair and reasonable in order for an offeror to be considered for award. Vendors will submit other than certified cost or pricing data that will be evaluated to ensure that offered pricing can be determined fair and reasonable by the contracting officer.

(c) **Award:** A written notice of award or acceptance of an offer, emailed, or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the 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.

(d) **Orders valued over the Simplified Acquisition Threshold (SAT)** –DLA Troop Support will oversee the competition and award process for orders exceeding the simplified acquisition threshold. Unless a Limited-Sources Justification in accordance with FAR 8.405-6 applies to an acquisition, DLA Troop Support will issue a Request for Quotation (RFQ) to the ECAT vendors, as part of the fulfillment process for any ECAT order valued above the simplified acquisition threshold. The RFQ will describe the requirement(s) and provide the basis on which quotes will be evaluated. Quotes will generally be required within 24 hours. There may be delivery order competition with the previous generation of Medical Equipment Contracts, awarded based on Solicitation SPE2DH-16-R-0002. In the future, it is also possible that delivery order competition will take place with the subsequent generation(s) of Medical Equipment Contracts.

Each order will be placed on a competitive basis, unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 8.405-6. A Limited-Sources Justification is required for any order under a contract when the order is for a brand name/part numbered item. The RFQ will only be emailed to ECAT vendors offering the same brand name or part number required by the customer. The RFQ will not be posted anywhere. There is no method other than the email method mentioned above to notify ECAT contract holders of the impending buy.

52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2021) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(3) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(4) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(5) PSC 5510, Lumber and Related Basic Wood Materials;

(6) Product or Service Group (PSG) 87, Agricultural Supplies;

(7) PSG 88, Live Animals;

(8) PSG 89, Subsistence;

(9) PSC 9410, Crude Grades of Plant Materials;

(10) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(11) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(12) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(13) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(14) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(15) Consist of providing goods or services to marginalized populations of Sudan;

(16) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(17) Consist of providing goods or services that are used only to promote health or education; or

(18) Have been voluntarily suspended. ”Sensitive technology”—

Sensitive technology—

(19) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(20) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(21) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(22) Means a small business concern—

(23) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veteransor, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(24) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

(25) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(26) *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, consistent with13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(27) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(28) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104I(2); and

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

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(30) Directly by a parent corporation; or

(31) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(32) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(33) The management and daily business operations of which are controlled by one or more veterans.

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.

Women-owned small business concern means a small business concern—

(34) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(35) Whose management and daily business operations are controlled by one or more women.

(b)

(36) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at I through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(37) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(38) *Small business concern*. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(39) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph I(1) of this provision*.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(40) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph I(2) of this provision*.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(41) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph I(1) of this provision*.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(42) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph I(1) of this provision*.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(43) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph I(5) of this provision.] The offeror represents that-

(44) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph I(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(45) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in I(6) of this provision.] The offeror represents that-

(46) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph I(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are*

participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs I(8) and I(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(47) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph I(1) of this provision*.] The offeror represents that it □ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph I(1) of this provision*.] The offeror represents, as part of its offer, that–

(48) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph I(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order11246-

(49) Previous contracts and compliance. The offeror represents that-

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(50) *Affirmative Action Compliance*. The offeror represents that-

(51) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(52) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(53) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(54) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(55) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies.

(56) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(57) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(58) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(59) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____
_____	_____

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

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

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

(B) *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) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that–

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) 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

(ii) 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.

(2) The Offeror represents that–

(i) 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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(*Do not use a "doing business as" name*).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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 telecommunications equipment or services".

(2) The Offeror represents that–

(i) It□ does, □ does not provide covered 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

ALTERNATE I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) **(**Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.**)**

[*The offeror shall check the category in which its ownership falls:****]***

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

252.225-7020, TRADE AGREEMENTS CERTIFICATE (NOV 2014) DFARS

(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements—Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line-Item Number) (Country of Origin)

52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(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 proceeding 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).

52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) ALTERNATE IV (OCT 2010) FAR

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

(b) Provide information described below:

(1) The offeror should submit, at a 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 prices for this acquisition. Such information should include—

(i) Sales information, as follows:

Total Sales to the General Public (Other than to the U.S. Government instrumentalities) at Catalog Price _____(Quantity)
_____(Most recent sales period (dates) available — 3 mos. min.)

Total Sales to the General Public at Other Catalog Price _____(Quantity)
_____(Most recent sales period (dates) available — 3 mos. Min.)

The lowest price sale to the General Public within the last 12 months. _____(Name)
_____(Type)
_____(Price)

(Responses shall be loaded in the EcatItemPriceImportTemplate – Comparison Price 1 Column(s) 'AG'- 'AI' located in the MediPrice Price Offer tab)

The lowest price sale to the General Public under terms and conditions that are the most comparable to those solicited by the Government within the last 12 months. _____(Name)
_____(Type)
_____ (Price)

(Responses shall be loaded in the EcatItemPriceImportTemplate – Comparison Price 2 Column(s) 'AJ'- 'AL' located in the MediPrice Price Offer tab)

(ii) For catalog items, a copy of or identification of the catalog and its date, and/or the appropriate pages in the catalog which include the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Offeror may also submit a link to their published catalog. Additionally, provide documentation which describes current discount policies and price lists (published or unpublished); e.g., wholesale, original equipment manufacturer, or reseller (distributor). Also explain the basis of each offered price in the proposal and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales of the proposed items. If offer prices are, or are based on, discounted catalog prices, furnish, in addition to the price information required by the previous sentence, the following information for each different discount offered:

(A) Identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items, this can be categorized by product categories, and expressed in the MediPrice loader per line item.

(B) If the discount offered to the Government is lower than the largest discount offered to any customer:

(I) justify why you are unable and/or unwilling to offer that largest discount; and

(II) identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items under terms and conditions that are the most comparable to those sought by the Government.

(C) If the discount offered to the Government is lower than the largest discount offered to any customer under the most comparable terms and conditions, justify why you are unable and/or unwilling to offer that largest discount.

(2) For items on a FSS and/or Veterans Affairs (VA) contract furnish a copy of, or the appropriate pages from, the FSS and/or VA contract. Unless offerors can justify that the proposed contract terms and conditions under this acquisition are less favorable than those under their FSS and/or VA contracts, award prices under this acquisition may not exceed the FSS and/or VA contract prices, less the Industrial Funding Fee (IFF) which is paid to the General Service Administration (GSA) and not applicable to the ECAT program.

(3) Commercial Invoices. Commercial invoice that are no older than 12 months, this should be provided for all items requested by the Government. In event that the item is completely new for the vendor and has not yet been sold by it, the Government may remove the items from consideration until a commercial sale is completed.

(4) Offerors with no or minimal commercial sales may be required to provide additional other than certified cost or pricing data. Additional other than certified cost or pricing data offerors with no or minimal commercial sales should anticipate providing includes, but is not limited to, the following: Original Equipment Manufacturer (OEM) Commercial Price lists, OEM Invoices, Distributor Agreements with OEMs, OEM terms of sale to distributors, end users, and/or the public, and documentation revealing and explaining Distributor Mark-up, including value-added services provided by the offeror.

(5) The Government reserves the right to require different or additional other than certified cost or pricing data or to use other price or cost support analytical procedures to ensure that all prices are fair and reasonable. The Contracting Officer has the discretion to request and rely on additional or alternative information to determine if an offered price is fair and reasonable.

(c) Delay in furnishing other than certified cost or pricing data that is adequate for evaluating the reasonableness of the offered prices, may delay any potential award to that offeror. As a consequence, since the Government intends to make multiple contract awards, delivery orders that might otherwise have been placed with that offeror may be placed with awardees that furnished the required information on a timely basis. Failure to furnish other than certified cost and pricing data that is adequate for evaluating the reasonableness of the offered prices may result in a determination that there is insufficient information to determine the offered prices to be fair and reasonable. If ultimately there is insufficient information to determine the offered prices to be fair and reasonable, the Contracting Officer has no choice but to determine the offered prices to be unreasonable. Unreasonable offered prices may be rejected for award.

52.216-1, TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of Multiple Fixed Price Indefinite-Delivery / Indefinite-Quantity with Economic Price Adjustment contracts resulting from this solicitation.

252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019) DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

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/index.html
- DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
- DLAD: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

The following additional provisions are incorporated by reference:

PROVISION NUMBER	TITLE/DATE
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2016) DFARS
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016) FAR
52.216-27	Single or Multiple Awards (OCT 1995) FAR
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) FAR
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (JUN 2020) FAR

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

John Wolstenholme
IST Chief
DLA Troop Support
700 Robbins Avenue
FSHC, Bldg. 6
Philadelphia, PA 19111
Email: john.wolstenholme@dla.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE TWO UPWARD ADJUSTMENTS PER YEAR OPEN SEASON ECAT SOLICITATION

(a) All price adjustments authorized or mandated by this clause are based upon changes in the Contractor's list prices and certain Federal Supply Schedule (FSS) unit prices. The clause also provides for voluntary price reductions (VPR) in the form of "specials" or "discounts".

(b) Definitions:

(1) Contract unit price: The price per unit of issue comprised of the "list price" and the applicable "discount". The contract unit price is determined by reducing the applicable list price by the appropriate discount. Proposed revised prices are loaded by the Contractor into an ECAT file and are forwarded electronically to the Government. The Contractor shall also separately submit (in Excel spreadsheet or ACCESS database format) the additional information as required in paragraphs (g) and (h) below in order

for the Government to review and evaluate these proposed price changes. Upon the Government's determination that the offered unit prices are acceptable/fair and reasonable, the Government shall release them into the contract electronic catalog residing in the E- CAT system. (Contract unit prices, list prices, and discounts under this contract are not visible in the ECAT System to the Contractor or any customer. The prices visible in the ECAT system to the Contractor or any customer are the delivered unit prices which are the contract unit prices plus the DLA Troop Support administrative fee percentage (in effect at that time) charged customers ordering under this contract.)

(2) Discount: The percentage reduction off the list price proposed by the Contractor, accepted by the Government, and maintained in the contract file (not the ECAT System) by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the Contractor's established commercial catalog/price list. (Contractors may offer larger discounts and/or reduced list prices at any time.)

(3) List price: The established catalog unit prices of the items. In order for a "list price" to meet the criteria as an established catalog price, it must meet the definition in (c)(1) below.

(4) Voluntary price reduction (VPR): See paragraph (l).

(c) Established catalog unit price.

(1) The term "established catalog unit price", as used in this clause, means a unit price that (i) is a catalog price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the Contractor.

(2) Unless otherwise specified, all reference to the terms "FSS unit price (s)" or "FSS price(s)" as used in this clause, shall be the prices appearing in the Contractor's current Federal Supply Schedule for the same items under this contract.

(d) The offeror/Contractor warrants that:

(1) the list prices and the subsequent revisions thereto are the established catalog unit prices in effect at time of award or adjustment for like quantities of the same items and

(2) any contract unit prices determined using these list prices do not include allowances for any portion of the contingency covered by this clause. The offeror/Contractor also warrants that any contract unit prices determined using FSS unit prices do not include allowances for any portion of the contingency covered by this clause.

(e) Prior to award, the Contractor must furnish:

(1) their current established catalog/price list, offered discounts, proposed contract unit prices; and

(2) a copy of their current FSS's, FSS unit prices, and the FSS contract expiration dates applicable to items offered as well as any other information required by the Contracting Officer.

(f) Upon acceptance by the Government, the award unit prices will be established at the list prices minus the offered discounts provided the resulting contract unit prices do not exceed the current FSS unit price for the same item. Accordingly, offers are cautioned to propose discounts which, when applied to the list prices, will not exceed FSS unit prices.

(g) Downward adjustments.

(1) Downward adjustments to contract unit prices are mandated whenever there are decreases in either 1) list prices or 2) FSS unit prices when the reduction results in a revised FSS Price which is now lower than

the current contract unit price. The Contractor shall promptly notify the Contracting Officer in writing of the amount and effective date of each decrease in list price and any FSS unit price reduction which results in an FSS unit price which is now lower than the current contract unit price. If the offered price decrease is based upon a reduction in list price or FSS price, the Contractor shall propose a lower contract unit price taking into consideration the benchmarks in paragraphs (g)(2) and (3) below.

The Contractor must furnish a copy of the revised catalog/price list or FSS unit price as soon as it is available. Also, for reductions in list prices, the Contractor must provide a copy of the "ECAT file" at least 60 days, unless otherwise specified in the contract, prior to the date when the reduced list prices take effect. For reductions in FSS, the Contractor shall provide a copy of the ECAT file at least 30 days, unless otherwise specified in the contract, prior to the date the reduced FSS unit price takes effect.

In addition to the "ECAT file" and any other information required by the Contracting Officer, the Contractor shall also separately furnish, within the appropriate timeframe above (i.e., at least 60 days, unless otherwise specified in the contract, for a reduction in list price; at least 30 days, unless otherwise specified in the contract, for a reduction in FSS), an Excel spreadsheet or ACCESS database (in both hard copy and disc) that displays for each item with an offered decrease in contract unit price the appropriate information below:

(i) For list price or FSS changes: The item number; e.g., 0001AA.
(ii) For list price or FSS changes: The supplier (catalog); e.g., ABC Imaging, Inc.
(iii) For list price or FSS changes: The product name/nomenclature; e.g., high speed handpiece.
(iv) For list price or FSS changes: part number; HIH 2000
(v) For list price or FSS changes: The list price upon which the current contract unit price is based.
(vi) For list price or FSS changes: The applicable contract discount used as a basis for determining the current contract unit price.
(vii) For list price or FSS changes: The contract unit price currently in effect.
(viii) For list price changes: The reduced list price.
(ix) For list price or FSS changes: The applicable contract discount or larger contract discount now offered.
(x) For list price or FSS changes: The reduced contract unit price now offered.
(xi) For list price changes: The percentage decrease in list price from the list price which determined the current contract unit price to the new, lower list price.
(xii) For list price changes: The percentage change in contract unit price from the current contract unit price to the new lower contract unit price now offered.
(xiii) For FSS changes: The current FSS unit price which is about to expire and the new reduced FSS unit price which will replace it and triggered this contract unit price reduction.
(xiv) For list price changes: For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS unit price(s) for the same item.

(2) Reductions in list price(s). if the offered price decrease is based upon a reduction in the list price, the appropriate discount or larger discount now offered will be applied to each reduced list price to determine the adjusted contract unit price provided the proposed lower contract unit price does not exceed the lower of the following two benchmarks:

(i) The offered reduction in contract unit price on a percentage basis must be at least equal to the percentage reduction from the list price currently in effect under the contract to the new lower list price; i.e., the current contract unit price must, as a minimum, be reduced by the percentage decrease in list price.

(ii) The new proposed lower contract unit price shall not exceed the current FSS unit price for the same item.

(3) FSS price reductions. If the offered price decrease is based upon a reduction in the FSS price, the proposed lower contract unit price shall not exceed the following benchmark: The new proposed lower contract unit price shall not exceed the revised lower FSS price for the same item.
(4) If the proposed contract unit price exceeds the lower of the appropriate list price benchmarks (for reductions based upon reduced list prices) or the FSS price benchmark (for reductions based upon reduced FSS prices), the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a contract unit price that does not exceed the appropriate benchmarks.

(i) All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list or FSS price(s) and discount(s) which make up these price(s).

(ii) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the ECAT system or taking the action in the last sentence below (iv) . If the proposed contract unit price does not exceed the lowest of the appropriate list price or FSS price benchmarks, it will be determined fair and reasonable.

(iii) Upon acceptance of any proposed price decreases, the Government shall modify the contract electronic catalog residing in the ECAT System to include the reduced Contract unit prices. These reduced Contract unit prices shall apply to those items ordered on or after the date when these prices appear in the contract electronic catalog residing in the ECAT system. (Revisions will not be added to the electronic catalog prior to date they take effect).

(iv) If the Contractor fails to notify the Contracting Officer of any list price or FSS price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established list or FSS prices.

(h) Upward Adjustments.
(1) The Contractor is authorized to submit a maximum of two requests for upward adjustment for each contract year. Each request for upward price adjustment must be based upon increases in list prices only. They may be submitted from, for the first contract year, 30 days after award to sixty days prior to the end of that year and, for each subsequent contract year, from 30 days after the anniversary date of the contract award to 60 days prior to the end of each contract year. The Contractor shall propose a contract unit price taking into consideration the benchmarks in paragraph (g)(2). The request shall include a copy of the revised catalog/price list, the "ECAT file" and the following for each item with a proposed increase in contract unit price:

(i) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.
(B) The supplier(catalog); e.g., ABC Dental, Inc.
(C) The product name/nomenclature; e.g., high speed handpiece.

(D) The part number; e.g., HIH2000.

(E) For the initial year, the list price that determined the award unit price, the applicable contract discount, and the award unit price. For all subsequent contract years, the list price that determined the highest contract unit price that was in effect at any time during the preceding contract year, the applicable discount, and the highest contract unit price that was in effect during the preceding contract year.

(F) The increased list price and its effective date, the applicable contract discount or larger contract discount now offered, and the proposed higher contract unit price.

(G) For the initial year, the percentage change from the list price that determined the award unit price to the new higher list price. For all subsequent contract years, the percentage change from the list price that determined the highest contract unit price that was in effect at any time during the preceding contract year to the new higher list price.

(H) For the initial year, the percentage change from the award unit price to the new higher proposed contract unit price. For all subsequent contract years, the percentage change from the highest contract unit price that was in effect at any time during the preceding contract year to the new higher proposed contract unit price.

(I) For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS unit price(s) for the same item.

(J) Any other information required by the Contracting Officer.

(2) Benchmarks. If any list price increases, and the increase is authorized under this clause, the Contract unit prices for any corresponding items ordered after the increase takes effect in the ECAT system shall be determined using the increased list price and either the applicable discount originally awarded or any larger discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lowest of the following three benchmarks:

(i) For the initial year of the contract, the proposed increase in contract unit price on a percentage basis cannot exceed the percentage increase from the list price that determined the award unit price to the new higher list price. For all subsequent contract years, the proposed increase in contract unit price on a percentage basis cannot exceed the percentage increase from the list price that determined the highest contract unit price that was in effect at any time during the preceding contract year to the new higher list price.

(ii) Any proposed higher contract unit price shall not exceed the current FSS unit price for the same item.

(iii) Any proposed higher contract unit prices are subject to the following limitations:

(A) For the initial contract year, contract unit price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher contract unit price cannot exceed the award unit price plus the annual ceiling).

(B) For all subsequent contract years, contract unit price increases shall be limited to the following annual ceiling(s) applied to the highest contract unit price in effect during the preceding contract year for the same item (i.e., any proposed higher contract unit price cannot exceed the highest contract unit price in effect during the preceding contract year plus the annual ceiling.)

Annual ceiling, all items: 10%

There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract electronic catalog residing in the ECAT System to include the increased contract unit prices. Upward price adjustments shall be effective once they appear in the contract electronic catalog residing in the ECAT system. These updates will take place within 60 days after receipt of the Contractor's request for upward price adjustment (or at the same time the increased list price takes effect, whichever is later) unless the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed contract unit price exceeds the lowest of the three benchmarks above).

(i) In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a contract unit price that does not exceed the lowest of the three benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing and forward an ECAT file which includes the agreed-to price(s). (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract electronic catalog residing in the ECAT system to include the increased contract unit prices.

(ii) If the Contracting Officer and the Contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the catalog in the ECAT System. (This procedure applies to only those items whose prices the Contracting Officer is unable to determine fair and reasonable within the 60-day period the Government has to evaluate prices and update the ECAT System. The remainder of the items whose price increases are determined fair and reasonable, shall be entered into the ECAT system within the prescribed period.) In addition, the Contracting Officer may also, at any time, remove any item from the catalog in the ECAT System that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the Contractor are unable to agree upon a reduced price) and notify customers accordingly.

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(iii). In such cases the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in contract unit price that exceeds the ceiling. The Contracting Officer may approve the request on a one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower contract unit price, or delete the item(s) from the contract electronic catalog residing in the ECAT system. In no case may the increase in Contract Unit Price exceed the ceilingwithout written authorization from the Contracting Officer. Also, no increase will be authorized that results in a contract unit price that exceeds the other benchmarks.

(5) Any increased list prices shall not be used to compute contract unit prices for delivery orders issued before the date the adjusted contract unit prices take effect under the contract (i.e., the date they appear in the contract electronic catalog residing in the ECAT system).

(6) If the Contracting Officer removes items from the ECAT system for price unreasonableness (see (g)(4) and (h)(3)and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered in accordance with the contract delivery schedule and the Government shall pay for such items at the contract unit price in effect at the time of the order.

(i) If the Contracting Officer at any time has any reason to believe that the established list price has been discontinued, the basis for the list price has been substantially altered, or that the item no longer meets the

criteria to qualify as an established catalog priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this clause. The Contract shall be modified to incorporate the substitute and its effective date.

(j) Pricing actions pursuant to paragraph (c) entitled "Changes" of Federal Acquisition Regulation (FAR) clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.

(k) Pending approval of any proposed price changes and revision of the contract unit prices in the contract electronic catalog residing in the ECAT System, payment shall be made at the contract unit prices in effect at the time of order.

(l) Voluntary price reductions (VPR):
(1) A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The Contractor shall notify the Contracting Officer when the VPR takes effect, which items are items included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the contract unit price(s) in effect at that time.
(2) If a list price (or FSS Unit Price) decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a contract unit price increase based upon an increased list price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted contract unit prices, as calculated in accordance with this clause as if no VPR had been in effect.

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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 telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it □ does, □ does not provide covered 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.
(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services,

or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *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 telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) *Definitions*.

"Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement*. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located

at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to mailto:webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) *Medium and High Assessments*. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility*.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and

intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) *Definitions.*

Basic Assessment" means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that—

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

"High Assessment" means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

(1) Consists of—

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

"Medium Assessment" means an assessment conducted by the Government that—

(1) Consists of—

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) *Applicability*. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements*. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, if necessary.

(d) *Procedures*. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments*. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to mailto:webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(*1*) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(*2*) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility*.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to mailto:webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

(a) *Definition*. As used in this clause –

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https:/www.saferfederalworkforce.gov/contractors/.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)