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

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE2D2-21-R-0111

6. SOLICITATION ISSUE DATE: 06/13/2022

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: CHRISTOPHER NEWMAN

b. TELEPHONE NUMBER *(No collect calls)*: 215-737-2905

8. OFFER DUE DATE/ LOCAL TIME: 07/13/2022 3:00:00 PM

9. ISSUED BY CODE SPE2D2

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

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

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

NAICS: 325412

SIZE STANDARD: 1250

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE

DLA AND VA PHARMACEUTICAL PRIME VENDORS
SEE APPENDIX A

16. ADMINISTERED BY CODE

SAME AS BLOCK 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

DLA PHARMACEUTICAL PRIME VENDORS
VA PHARMACEUTICAL PRIME VENDORS

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED SCHEDULE OF SUPPLIES ON PAGE 2 *(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 _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

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CONTINUATION OF SF 1449

Block 9, Issued By: Submission Instructions

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

› Instructions

- Vendors are required to register for DIBBS prior to submission of any offer.
- Registration assistance and guidelines may be found at: https://www.dibbs.bsm.dla.mil/refs/help/Registration/RegistrationGuidelines.aspx
- When registered, the vendor may submit an offer in response to a solicitation found on the RFP search screen by selecting the "Offer" icon. The button will only be selectable for vendors who are logged onto DIBBS. If not logged in yet, DIBBS will take you to the log in screen.
  - Solicitation Number: **SPE2D2-21-R-0111**
  - Opening/Closing Date and Time**: June 13, 2022 to July 13, 2022 3:00PM EDT**
- Upload a completed offer and all associated documents. The SF 1449 must be signed and the offer completed in its entirety in accordance with the solicitation requirements. Do not select "submit" until all associated documents are added. No data will be saved unless the offer is submitted. Once submitted, documents may be added, but not removed. No documents may be submitted after the closing date on **July 13, 2022 3:00PM EDT.**

- If the ability to upload proposals is unavailable for any reason, this does not constitute an acceptable reason for a late offer.
  - CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.212-1(f) (**Page 35 of the solicitation**).
- The instructions to upload a solicitation and associated documents can be found at: https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FInformationOperations%2FEBS%2520Supplier%2520Information%2FUpload%2520Proposal%2520DIBBS%2520Help.docx

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

Block 17a: Contractor/Offeror

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

(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on establishing a unique entity identifier)

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

Block 17b: Remittance Address

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

_____

_____

_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Metfromin HCL ER – 500 MG Tablet – 50 Count*				
	National Drug Code (NDC) ____-___-____				
0001AA	Base Year	1,709	BT**		
0001AB	Option Year 1	1,709	BT		
0001AC	Option Year 2	1,709	BT		
0001AD	Option Year 3	1,709	BT		
0001AE	Option Year 4	1,709	BT		
0002	Metfromin HCL ER – 500 MG Tablet – 90 Count*				
	National Drug Code (NDC) ____-___-____				
0002AA	Base Year	296,029	BT		
0002AB	Option Year 1	296,029	BT		
0002AC	Option Year 2	296,029	BT		
0002AD	Option Year 3	296,029	BT		
0002AE	Option Year 4	296,029	BT		
0003	Metfromin HCL ER – 500MG Tablet – 100 Count				
	National Drug Code (NDC) ____-___-____				
0003AA	Base Year	62,403	BT		
0003AB	Option Year 1	62,403	BT		
0003AC	Option Year 2	62,403	BT		
0003AD	Option Year 3	62,403	BT		
0003AE	Option Year 4	62,403	BT		
0004	Metfromin HCL ER – 500MG Tablet – 180 Count*				
	National Drug Code (NDC) ____-___-____				
0004AA	Base Year	209,624	BT		
0004AB	Option Year 1	209,624	BT		
0004AC	Option Year 2	209,624	BT		
0004AD	Option Year 3	209,624	BT		
0004AE	Option Year 4	209,624	BT		
0005	Metfromin HCL ER – 500MG Tablet – 360 Count*				
	National Drug Code (NDC) ____-___-____				
0005AA	Base Year	155,899	BT		
0005AB	Option Year 1	155,899	BT		
0005AC	Option Year 2	155,899	BT		
0005AD	Option Year 3	155,899	BT		
0005AE	Option Year 4	155,899	BT		
0006	Metfromin HCL ER– 500MG Tablet – 500 Count				
	National Drug Code (NDC) ____-___-____				
0006AA	Base Year	98,493	BT		
0006AB	Option Year 1	98,493	BT		
0006AC	Option Year 2	98,493	BT		
0006AD	Option Year 3	98,493	BT		
0006AE	Option Year 4	98,493	BT		

0007	Metfromin HCL ER – 500MG Tablet – 1000 Count National Drug Code (NDC) ____-___-____				
0007AA	Base Year	70,740			
0007AB	Option Year 1	70,740			
0007AC	Option Year 2	70,740			
0007AD	Option Year 3	70,740			
0007AE	Option Year 4	70,740			
0008	Metfromin HCL ER – 750MG Tablet – 90 Count* National Drug Code (NDC) ____-___-____				
0008AA	Base Year	14,744			
0008AB	Option Year 1	14,744			
0008AC	Option Year 2	14,744			
0008AD	Option Year 3	14,744			
0008AE	Option Year 4	14,744			
0009	Metfromin HCL ER – 750MG Tablet – 100 Count National Drug Code (NDC) ____-___-____				
0009AA	Base Year	28,236			
0009AB	Option Year 1	28,236			
0009AC	Option Year 2	28,236			
0009AD	Option Year 3	28,236			
0009AE	Option Year 4	28,236			
0010	Metfromin HCL ER – 750MG Tablet – 180 Count* National Drug Code (NDC) ____-___-____				
0010AA	Base Year	21,380			
0010AB	Option Year 1	21,380			
0010AC	Option Year 2	21,380			
0010AD	Option Year 3	21,380			
0010AE	Option Year 4	21,380			
0011	Metfromin HCL ER – 750 MG Tablet – 500 Count National Drug Code (NDC) ____-___-____				
0011AA	Base Year	7,201			
0011AB	Option Year 1	7,201			
0011AC	Option Year 2	7,201			
0011AD	Option Year 3	7,201			
0011AE	Option Year 4	7,201			
	*Package size is unit of use and is subject to Statement of Work - "Preparation for Delivery" requirement. ****BT = One Bottle** **-The quantities specified in the Schedule are estimates only. Reference FAR 52.216-21 Requirements for details.**				

CAUTION NOTICE

1. **Offerors are required to submit offers via Defense Logistics Agency Internet Bid Board System (DIBBS).**
   See page 5 Block 9: Submission Instructions for link to DIBBS. Upload of offer to DIBBS is the only authorized method of proposal submittal. Offers submitted by email, postal mail, or physical delivery ARE NOT AUTHORIZED.

2. **Reverse Auction Notification**
   This solicitation contains DLAD Procurement Note L09 for reverse auction (RA). The Government may activate this provision after timely offers have been received and evaluated. Prior to doing so, the contracting officer will establish a competitive range, decide whether or not an RA will be conducted, and determine which offerors will participate in this event. Firms removed from the competitive range will be notified in writing prior to the Government conducting the RA.

   The reverse auction vendor provides the tool/software that allows for the reverse auction. By submitting an offer, the offeror consents that the reverse auction vendor may have access to its submitted data for the purpose of the reverse auction. Reverse auction vendors are bound by confidentiality agreements.

3. **Subcontracting Plan**
   Pursuant to the requirements of Public Law 95-507, all large business offerors must submit a subcontracting plan with their offer. All large business concerns are required to have an approved subcontracting plan for contracts valued over $750,000 before the Government can award a contract (see FAR 52.219-9 for details). Offerors must submit a currently approved commercial plan or a new plan for review and approval.

   Instructions for submitting the subcontracting plan are included in FAR 52.212-1 Addendum 2. Contractors are required to report progress on subcontracting goals to the electronic Subcontracting Reporting System (eSRS) twice a year. eSRS is an internet-based tool that streamlines the process of reporting on subcontracting plans and provides agencies with access to analytical data on subcontracting performance.

4. **Assessments/Reports**
   As prescribed in FAR Part 42.15, DLA Troop Support evaluates contractor performance on all contracts that exceed $250,000.00, and shares those evaluations with other federal government agencies. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, DLA Troop Support will be using an online database, the Contractor Performance Assessment Reporting System (CPARS). Annual reporting of past performance will be completed at http://www.cpars.gov and uploaded to Past Performance Information Retrieval System (PPIRS).

5. **Contractor Code of Business Ethics**
   FAR Part 3.1002(a) requires all Government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics

and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with Government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the Government, in connection with the award, performance, or closeout of a Government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

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

CONTRACT CLAUSES

FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (NOV 2021)
Incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse.
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 paragraph of 52.212-4 is amended as indicated below:

Paragraph (m), Termination for Cause.
Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of $1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the

terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAY 2022)

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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 products and commercial services: [Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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. (NOV 2021) (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 (SEP 2021) (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 (SEP 2021) (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 (Class Deviation 2020-O0008) (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 (Class Deviation 2020-O0008) (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 (NOV 2021) (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 (SEP 2021) 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 (Deviation 2021-O0008) (SEP 2021) (15 U.S.C. 637(a)(14)).

_X_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside) (SEP 2021) (15 U.S.C. 657f).

_X_ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (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 (EDWOSB) Concerns (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (15 U.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 (Class Deviation 2020-O0008) (JAN 2022) (E.O. 13126)

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

_X_ (30)(i) 52.222-26, Equal Opportunity (SEPT 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 (July 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 (July 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 (NOV 2021) (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).

__ (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services 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 (Jun 2014) 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 (JUN 2016) (E.O. 13693).

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

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

__ (48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).

__ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 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. 2302 Note).

__ (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 Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (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).

_X_ (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 (NOV 2021) ((46 U.S.C. 55305 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 products and commercial services: [Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

__ (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) (29 U.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 for Contractor Workers Under Executive Order 14026 (JAN 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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) of this paragraph in a subcontract for commercial products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 2016) (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) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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 (MAY 2014) (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 (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(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 (NOV 2021) (46 U.S.C. 55305) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) Definition. As used in this clause–"Commercial and Government Entity (CAGE) code" means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

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

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

(End of clause)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

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

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

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

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE	DATE
FAR		
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
FAR 52.204-13	System for Award Management Maintenance	OCT 2018
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016

FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
DFARS		
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
DFARS 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 252.225-7002	Qualifying Country Sources as Subcontractors	MAR 2020
DFARS 252.243-7001	Pricing of Contract Modifications	DEC 1991

52.252-6 Authorized Deviations in Clauses (NOV 2020)

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

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

(End of clause)

FAR 52.216-21 Requirements (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last outstanding delivery is received for orders placed by the expiration date of the contract.

FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time during the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

FAR 52.247-34 F.o.B. Destination (JAN 1991)

(a) The term "f.o.b. destination," as used in this clause, means --(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to

the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight ClassificatioFn for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

STATEMENT OF WORK

1. Background

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

(i.e., Federal Supply Schedules, DLA National Contracts) contracts. The awardee consents to allow VA and DLA Troop Support Prime Vendors to distribute the listed products in the schedule.

2. Purpose and Objective

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

3. Purchase Compliance

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

4. Extent of Obligation

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

5. Contract Price Effective Date

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

6. Contract Performance Date

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

The contract prices shall be effective 15 calendar days after the contract performance date. Before the contract performance date, the PPVs will begin placing orders with the contractor for delivery to multiple PPV distribution centers for distribution to the participants under this contract. See Appendix A for the current list of PPVs. The current PPV contractors may change and the contractor will be notified of any changes in PPV contractors during the term of the contract resulting from this solicitation. The contractor shall ensure that sufficient inventory of contract items awarded under this solicitation is available to ensure delivery to the PPV distribution centers within 15 days of the contract performance date. In order to facilitate the sale of the awardee's product to Government ordering activities through the DLA and VA PPV contractors, the awardee shall enter into business-to-business agreements with each of the DLA and VA PPV contractors. Payment terms, time and place of delivery to PPV distribution centers, and other relevant terms shall be agreed upon between the PPV contractors and the contractor awarded a contract from this solicitation in these agreements. The Government is not obligated to become involved in or assume any responsibility for financial or other disputes involving these agreements. Offerors may approach the PPV contractors regarding establishing business-to-business agreements prior to

submitting an offer in response to this solicitation. Within 15 days from receipt of award, the Contracting Officer shall be notified by the contractor if any business-to-business-agreements cannot be reached with the PPV contractors.

7. Chargeback Agreements

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

8. Special Contract Considerations

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

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

9. Delivery

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

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

10. Transition Period

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

11. Contract Duration

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

12. Ordering and Acceptance of Orders

The contractor agrees to accept orders that are placed by, and provide items to, the prime vendors for use by medical treatment facilities, formularies, eligible beneficiaries and other ordering activities served by the DLA and VA PPV contractors. The Government reserves the right to delete ordering sites/activities which are current prime vendor customers during the effective period of this contract. In addition, the Government reserves the right to add Government pharmacies and ordering activities, including the pharmacies and ordering activities of agencies, which are not

current PPV customers, during the effective period of this contract. There is no expressed or implied guarantee that the estimated quantity will be purchased under this contract. Actual quantities purchased may exceed or be less than those represented.

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

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

13. Initial Orders

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

14. National Contract Backorders

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

For purposes of this contract, a backorder occurs when a PPV contractor issues an order with the contractor awarded a contract for the products in this solicitation, and the complete order quantity is not delivered to the PPV contractor within 15 calendar days after receipt of order. This includes initial Consolidated Mail Order Pharmacy (CMOP) orders. If a national contract item is backordered by a PPV contractor, the contracting officer will review the backorder to determine the cause of the backorder. The awarded contractor shall inform the contracting officer within 4 calendar days after a backorder occurs or is foreseen. In addition to informing the contracting officer of the backorder, the awardee shall provide an estimated date when the backorder will be shipped, and may propose a solution to satisfy the Government's needs for the contract items until the backorder is resolved. The Government reserves the right to accept or reject any possible solutions that the awardee may propose to alleviate a national contract backorder situation. In the event of a back order, the Government may authorize the PPV contractors to acquire the same or

similar items from another source. If the contracting officer determines that the backorder is awardee-caused, the contracting officer will bill the awardee for any excess procurement costs. In other words, if the government purchases product from another vendor because of an awardee-caused backorder, the awardee will issue credit or reimburse the Government for the difference between the purchase price and the contract price within 30 calendar days after receipt of notification. The awardee shall also provide written verification to the Contracting Officer when credits or reimbursement have been made within 30 calendar days from date of reimbursement. After an awardee-caused backorder, the Government's decision to implement the process described above will not deprive the Government of its right under Clause 52.212-4 (m) to terminate the contract.

15. Product Registration

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

16. Preparation for Delivery

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

All unit of use packaging (identified in schedule of supplies beginning on Page 6) must contain a child proof closure (safety cap) and a bottle with a minimum required size of 100cc volume. The safety cap must not exceed the diameter of the bottle. The bottle must have a cylindrical body and minimum of 5.75" circumference. The bottle must fit a label with dimensions of 5.25" x 2". The 0.5" additional space is required to keep the bar code exposed and/or allow for the display of the expiration date and lot number. Sample pictures (bar code exposed) of how the label must fit the offered bottle are below:

Glass bottles are not acceptable.

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

17. Labeling

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

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

The bar code must be on the outside container or wrapper of the medication as well as on the immediate container, unless the bar code is readily visible and machine readable through the outside container or wrapper. When the bar code is not easily machine readable through the over-wrap, the over-wrap should contain the bar code. The bar code must go on each cell of a blister pack. Furthermore, the bar code must remain intact under normal conditions of use; thus it should not be printed across the perforations of a blister pack.

When applicable to the symbology used, bar codes shall be surrounded by sufficient quiet zone so that the bar code can be scanned correctly. Bar code placement shall minimize curvature of the bar code. For example, bar codes should be placed in “ladder orientation” on vials or bottles to minimize curvature of the bar code. Bar code labeling shall not be placed solely on outer packaging. It is required that bar code labeling also include the lot number and expiration date. If two separate distinctive bar codes are used, one for NDC and the other for lot number/expiration date; the lot number and expiration date bar code must not be in close proximity to the NDC barcode or in a format that may be confused with the NDC bar code. When applicable, all Healthcare Distribution Management Association (HDMA) guidelines shall be followed.

18. Therapeutic Equivalence

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

19. Drug Application

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

20. Manufacturing Facilities

If at any time during the term of the contract, the contractor's facility or the source from which the contractor obtains any of the products supplied by this contract is informed in a FDA "warning letter" that it fails to meet FDA current Good Manufacturing Practices (cGMP) (21 CFR Part 210 and 211), the contractor shall immediately communicate the facility or source's unacceptable FDA cGMP status to the Contracting Officer. Once the Contracting Officer is aware that the contractor's facility or the source from which the contractor obtains any of the products provided fails to meet FDA cGMP, the procedures outlined in the paragraph below will apply. These procedures will apply regardless of whether the unacceptable cGMP status of the contractor's facility or the source from which the contractor obtains the products was brought to the Contracting Officer's attention by the contractor or by other means.

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

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

Contractors are cautioned that products that were manufactured, packaged, and/or packed in a facility with unacceptable cGMP status and then shipped without written authorization from the DLA Contracting Officer shall be returned to the contractor at the contractor's risk and expense, regardless of whether the contractor was aware of the facility's unacceptable cGMP status at the time the products were shipped. The contractor (or its source) shall have corrected all significant cGMP deficiencies or have an acceptable plan with the FDA for the correction of such deficiencies which led to unacceptable status by the end of the 90-day authorization period and any extensions of such period granted by the DLA Contracting Officer. Additionally, the contractor is responsible for keeping the DLA Contracting Officer informed of all corrections made and shall provide the DLA Contracting Officer with: 1) written documentation of the correction plan, 2) notification from FDA of acceptance of the plan, and 3) a copy of any re-inspection requests and subsequent reports, when they are available. If the FDA's evaluation of contractor's (or its source's) compliance efforts and/or re-inspection of the non-compliant facility does not result in an acceptable rating by the FDA within 90 days from the date when unacceptable cGMP status was brought to the Contracting Officer's attention, or by the end of a DLA Contracting Officer's authorization period (whichever is the greater period of time), the contract may be terminated for cause in accordance with FAR Clause 52.212-4(m). The contractor's (or its source's) failure to

correct the cGMP deficiencies in a timely manner shall not constitute or give rise to any "excusable delays" pursuant to FAR Clause 52.212-4(f). Nothing in this clause shall be read as limiting the recognized grounds upon which a Contracting Officer may terminate this contract or delete products pursuant to any clause in this contract or any other applicable law or authority.

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

21. Recalls

If a drug recall is initiated for any drug provided under this contract, regardless of whether it is a voluntary recall by the manufacturer or a recall required by the U.S. Food and Drug Administration (FDA) or, if the FDA withdraws their approval to manufacture any drug that is included on this contract, the following action shall immediately be taken by the contractor:
Forward one copy via email to DLA Troop Support and forward one copy by postal mail to Veterans Administration addresses below of the recall notification along with any pertinent information to:

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

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

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

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

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

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

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

22. Cost Recovery Fee and Submission of Quarterly Sales Reports

a. **Quarterly Sales Report.** The contractor shall report all sales under this contract and submit cost recovery fees as follows:
   i. The contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales made under this contract by calendar quarter. Reported sales must include all sales made to all authorized contract users, whether shipped directly to the users or through prime vendor contractors. The report shall reflect sales by contract line item. A cost recovery fee equivalent to 0.5 percent of the current contract price shall be collected from all contract users. The 0.5 percent cost recovery fee shall be imbedded in the awarded contract prices, and offers submitted in response to this solicitation shall include the cost recovery fee in every line item price offered. The reported contract sales shall include the cost recovery fee and each quarterly report shall show the total cost recovery fee amount collected on the reported sales. The contractor shall maintain a consistent accounting method of sales reporting, based on the contractor's established commercial accounting practice.
   ii. Contract sales reports are due to the DLA contracting officer within 60 calendar days following the completion of each reporting quarter or completion of the contract, whichever occurs first. A report is required even when no billings or invoices are issued or no orders are received during the reporting period.
   iii. The sales report shall be sent by postal mail (see below address) and electronically by email to the contracting officer (email address shall be provided after award). Mailed reports shall be sent to the address listed below. If sent by mail, the sales report is to be signed by an authorized representative of the contractor.

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

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

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

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

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

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

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

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

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

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

d. Failure to remit the full amount of the Cost Recovery Fee within 60 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). Should the contractor fail

to submit the required sales reports, falsify them, or fail to timely pay the Cost Recovery Fee, the Government shall have, in addition to the rights and remedies described in this clause, all other rights and remedies permitted by Federal law and statutes.

SOLICITATION PROVISIONS

Solicitation Provisions

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (NOV 2021)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition -

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

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

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

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show -

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item

descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (*https://assist.dla.mil/online/start/*).

(ii) Quick Search (*http://quicksearch.dla.mil/*).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by -

(i) Using the ASSIST Shopping Wizard (*https://assist.dla.mil/wizard/index.cfm*);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

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

(End of provision)

FAR 52.212-1 Addendum 1 – Paragraph Modifications

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

1. **Paragraph (b), Submission of Offers**
   The following language is being added to paragraph (b):

Submit signed and dated offers as specified on page 5 of this solicitation under Submission Instructions for Block 9 on or before the exact due date/local time as specified on Block 8 on the first page of the SF 1449.

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

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

Change, “30 calendar days” to read, “90 calendar days.”

3. **Paragraph (g), Contract Award**

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions, to include a Reverse Auction, if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers

4. **Paragraph (h) Multiple Awards**

The Government intends to make one award for all items listed on this solicitation.

5. **Paragraph (j) Unique Entry Identified**
   The following language is being added to paragraph (j):

The requirement to provide a Unique Entity Identifier (UID) number with the offer applies at all dollar values if the offeror is required to register in the System for Award Management Database in accordance with FAR 52.204-7.

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

1. **Required Documentation**

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

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

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

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

Technical Requirements:

a. Tab A: Offeror's Completed, Signed, and Dated SF 1449 and all pages of the solicitation (1 through 108).

b. Tab B: Trade Agreements

Offeror shall fill in the chart below, identifying the Country of Origin of all offered end products in accordance with DFARS 252.225-7020, Trade Agreements Certificate, and DFARS 252.225-7021, Trade Agreements (Currently subject to Class Deviation 2020-O0019), and also identifying the Country of Origin for all Active Pharmaceutical Ingredients (APIs).

Item Number and Description	Trade Agreements Act (TAA) Country of Origin of End Product	Country of Origin for Active Pharmaceutical Ingredient (API)
0001 - Metformin HCL 500 MG Tablet ER - 50 Count Bottle		
0002 - Metformin HCL 500 MG Tablet ER - 90 Count Bottle		
0003 - Metformin HCL 500 MG Tablet ER - 100 Count Bottle		
0004 - Metformin HCL 500 MG Tablet ER - 180 Count Bottle		
0005 - Metformin HCL 500 MG Tablet ER - 360 Count Bottle		
0006 - Metformin HCL 500 MG Tablet ER - 500 Count Bottle		
0007 - Metformin HCL 500 MG Tablet ER - 1000 Count Bottle		
0008 - Metformin HCL 750 MG Tablet ER - 90 Count Bottle		
0009 - Metformin HCL 750 MG Tablet ER - 100 Count Bottle		
0010 - Metformin HCL 750 MG Tablet ER - 180 Count Bottle		
0011 - Metformin HCL 750 MG Tablet ER - 500 Count Bottle		

Offerors may be instructed by the Government to provide additional information about the manufacturing, production, and/or transformation process for their offered items, including the origin of components used in the items' creation. The Government may use this information to confirm that the representations in the chart above are accurate and to determine the offered items' Country of Origin for purposes of DFARS 252.225-7020 and DFARS 252.225-7021. Both offerors that are manufacturers and offerors that are distributors and dealers may be asked to provide this information. **Offerors that fail to provide information about the manufacturing, production, and/or transformation process for their offered items, if requested by the Government, may be considered not to be technically acceptable.**

Separate from this requirement, the offeror must complete FAR clause 52.215-6 on page 78-82 of the solicitation, including the chart "TABLETS, CAPSULES AND PILLS."

c. Tab C: Offeror's Completed Representations and Certifications.
Offeror shall complete all representations and certifications beginning on page 46 of the solicitation or the offeror may complete the representations and certifications in www.SAM.gov.

d. Tab D: Offeror's Subcontracting Plan for Small, Small Disadvantaged, Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran-Owned Small Business and HUBZone-Certified Small Business Concerns. A Subcontracting Plan shall be submitted only by offerors who are large business concerns. Offerors must comply with FAR 52.219-9 (SEP 2021).

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

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

1. The Letter of Commitment:

a. Shall be on the manufacturer's letterhead.

b. Shall be dated.

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

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

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

f. Shall state that all entities identified in FAR clause 52.215-6 Place of Performance and in **"TABLETS, CAPSULES AND PILLS"** chart on page(s) 78-82 are FDA current Good Manufacturing Practice (cGMP) acceptable and have clearance by the FDA to manufacture under the specific NDA/ANDA/BLA.

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

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

1. The Letter of Certification:

a. Shall be on the manufacturer's letterhead.

b. Shall be dated.

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

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

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

f. Shall state that all entities identified in FAR Clause 52.215-6 Place of Performance and in **"TABLETS, CAPSULES AND PILLS"** chart on page(s) 78-82 are FDA cGMP acceptable and have clearance by the FDA to manufacture under the specific NDA/ANDA/BLA.

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

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

Past Performance:

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

a. Tab 1: Past Contract History – provide historical sales data, delivered quantities, and an applicable Point of Contact (POC) for all contract parties for three (3) contracts (government or commercial) of similar scope and complexity to that of the subject solicitation. Contract performance information provided must have occurred during the three-year period prior to the solicitation issuance date. Offerors should not submit contract performance information from earlier than three years prior to the solicitation issuance date (May 2019 – May 2022). Historical sales data is to be broken down by year and month and listed in US currency. Delivered quantities are to be broken down by month, and should identify item nomenclature, NDC, and package size. At a minimum, POC information is to include a name, telephone number, and email address.

b. Tab 2: FDA Violation or Failed Inspection Disclosure – any FDA violations or failed inspection disclosures that are relevant to this solicitation or that are required under applicable laws or regulations shall be included in Volume 1. At a minimum, any FDA violation involving the facilities listed by the offeror on pages 78-82 of the solicitation and the items listed in the schedule of supplies (irrespective of dosage and count), occurring in the three years prior to the issuance of the solicitation, is relevant and must be included in Volume 1. However, other FDA violations may also be relevant, depending on the circumstances of the violation and acquisition. If FDA violations or failed inspection disclosures are non-applicable and the offeror is quoting as a distributor, the offeror must provide a statement that there are no applicable FDA violations or failed inspection disclosures on the part of the distributor and on the part of the manufacturer and any applicable packaging and packing companies and that the distributor and manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If FDA violations or failed inspection disclosure are non-applicable and the offeror is quoting as a manufacturer, the offeror must provide a statement that

there are no applicable FDA violations or failed inspection disclosures on the part of the manufacturer and any applicable packaging and packing companies and that the manufacturer and any applicable packaging and packing companies are in good standing under the applicable laws and regulations.

c. Tab 3: FDA Warning Letter and Corrective Action Plan, if Applicable – any FDA warning letters and applicable corrective action plans that are relevant to this solicitation or that are required under applicable laws and regulations shall be included in Volume 1. If FDA warning letters and corrective action plans are non-applicable and the offeror is quoting as a distributor, the offeror must provide a statement that there are no applicable FDA warning letters and corrective action plans on the part of the distributor and on the part of the manufacturer and any applicable packaging and packing companies and that the distributor and manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations. If FDA warning letter and corrective action plans are non-applicable and the offeror is quoting as a manufacturer, the offeror must provide a statement that there are no applicable FDA warning letters and corrective action plans on the part of the manufacturer and any applicable packaging and packing companies and that the manufacturer and any applicable packaging and packing companies are in good standing under applicable laws and regulations.

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

  Tab A: Offeror's Proposed Prices. Offerors are required to provide pricing information for line items 0001-0011. For CLIN 0001 offers shall include pricing for 1,709, 500 MG Tablets 50 count bottles. For CLIN 0002 offers shall include pricing for 296,029 500 MG Tablets 90 count bottles. For CLIN 0003 offers shall include pricing for 62,403 500 MG Tablets 100 count bottles. For CLIN 0004 offers shall include pricing for 209,624 500 MG Tablets 180 count bottles. For CLIN 0005 offers shall include pricing for 155,899 500 MG Tablets 360 count bottles. For CLIN 0006 offers shall include pricing for 98,493 500 MG Tablets 500 count bottles. For CLIN 0007 offers shall include pricing for 70,740 500 MG Tablets 1000 count bottles. For CLIN 0008 offers shall include pricing for 14,744 750 MG Tablets 90 count bottles. For CLIN 0009 offers shall include pricing for 28,236 750 MG Tablets 100 count bottles. For CLIN 0010 offers shall include pricing for 21,380 750 MG Tablets 90 count bottles. For CLIN 0011 offers shall include pricing for 7,201 750 MG Tablets 90 count bottles.

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

Extraneous Data: Offerors are not to include extraneous data such as, annual reports, marketing brochures, catalogs, etc.

In conducting the evaluation, the Defense Logistics Agency (DLA) will use information provided

by the offeror in the proposal. The burden is on the offeror to provide a complete and thorough proposal. Proposals that are missing information or components identified above will be considered incomplete and may be eliminated from further consideration of award.

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

Organization of Offered Prices: Offerors are required to provide mandatory pricing information, expressed in dollars as a unit price per bottle, for line items 0001 through 0011.

The offeror is required to submit offered prices for each line item for the base and all option years as stated above as part of the offeror's price proposal. The reverse auction process, telephonic negotiations and/or email negotiations may be used to determine the lowest price.

FAR 52.212-1 Addendum 4 – Caution Statements and Notifications

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

2. **Pricing and the Veteran's Health Care Act of 1992**
   Offerors shall comply with Department of Veterans Affairs (DVA) policy contained in DVA letter dated March 31, 2004 (or the most current letter expressing this policy). This Federal Ceiling Price (FCP) policy is pursuant to Pub.L.102-585, the Veterans' Health Care Act of 1992. Contractor shall copy the contracting officer on the letter to DVA referenced on Page 2, item (A) of the DVA's 3/21/2004 "Dear Manufacturer" letter.
   If the provisional FCPs are established *and/or revised,* and known prior to award, the award prices may not exceed the lower of the provisional FCPs *or the revised Provisional FCPs*.

   If the Provisional FCPs are not established at time of award *or if the Provisional FCP is revised*, the following requirements apply:
   (1) Upon establishment of*, or revision to,* the Provisional FCP, the contractor shall so notify the Contracting Officer in writing by no later than 10 calendar days of the Provisional FCP *and/or of the revised provisional FCP*.
   (2) If the contract price is higher than the Provisional FCP *or any revised Provisional FCP*, the contract price will be reduced by unilateral modification to *the lower of* the Provisional FCP *or the revised Provisional FCP*.
   (3) All items not delivered and invoiced by the date the Provisional FCP is established and/or revised, shall be priced at the *lower of* the Provisional FCP *or the revised Provisional FCP*.

(4) DLA Troop Support shall be entitled to, at its discretion, either a refund under the current contract or a credit under a future contract, for all sales made under the contract at a price that exceeds *the lower of* the Provisional FCP *or the revised Provisional FCP*.

3. Submission of Offers in US Currency
Offers submitted in response to this solicitation shall be in terms of U.S. Dollars. Offers received in other than U.S. Dollars shall be rejected.

4. National Drug Code
Offerors shall provide a separate and distinct eleven-digit National Drug Code (NDC) number unique to the offeror (e.g., 00012-3456-78) for each product proposed in the space provided following each item under "Schedule of Supplies and Prices" on page 2 of the solicitation. The first five numbers of the eleven-digit NDC number for each product proposed shall identify the offeror.

Procurement Notes

5. Procurement Note L06 Agency Protests (DEC 2016)
Interested parties may file an agency level protest with the contracting officer or may request an independent review by the Chief of the Contracting Office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

6. Procurement Note L09 Reverse Auction (OCT 2016)
The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:

(1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price

proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.

(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.
(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(6) Training. The commercial reverse auction service provider or Government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

FAR 52.212-2 Evaluation Commercial Products and Commerical Services (NOV 2021)

(a) An award will be made to the responsible offeror whose proposal is determined to be technically acceptable and provides the lowest evaluation aggregate price. In order for an offer to be determined technically acceptable the proposal must receive an acceptable rating for both Non-Price Factors, resulting in an overall rating of acceptable. Vendor must meet minimum requirements of Technical Requirements (a) through (f) and Past Performance (a) through (c), under 52.212-1. For Technical Requirements, see tabs A - F pages 39-41 of the solicitation. For Past Performance, see tabs 1 – 3 on pages 41-42 of the solicitation. For the Price Evaluation, see page 42-43 of the solicitation.

(b) Options

The Government will evaluate offers for award purposes by adding the total price for all

options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award, or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) 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.

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

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

"Forced or indentured child labor" means all work or service—

(6) 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

(7) 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—

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) 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—

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

(2) 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;

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

(i) 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

(2) 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"—

(1) Means a small business concern—

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

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

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

"Small business concern" —

(1) 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.

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

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

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

(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 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) 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—

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

"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.

(b)

(1) *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 Products and Commercial Services, 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 (c) through (u) 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.]

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

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

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

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

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

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

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

(i)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 (c)(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.

(7) 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 (c)(6) of this provision.] The offeror represents that-

(i)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 (c)(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 (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(i)It □is, □is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ 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.

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

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

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

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

(2) *Affirmative Action Compliance*. The offeror represents that-

(i)It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii)It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *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.

(f) *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) (i) 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.

(iii) 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."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) *Buy American-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) (A) 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

[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 $3,500 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 of Award Management System (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) The Offeror represents that –

(i) It □ does, □ does not provide covered telecommunications equipment or services as 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.)

____ 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.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 Products and Commercial Services. 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) *Representations.* 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.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.,* connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.,* microwave) or wired (*e.g.,* fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

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

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

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

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

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

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

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

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

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.,* connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.,* voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil.* For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at *https://dibnet.dod.mil*.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *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.

(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) *Representations*. 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)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data. (Alternate IV) (NOV 2021)

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

(b) Provide information described below:

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

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

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

LINE ITEM 0001: METFORMIN HCL ER 500MG TABLET – 50 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0002: METFORMIN HCL ER 500MG TABLET – 90 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0003: METFORMIN HCL ER 500MG TABLET – 100 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0004: METFORMIN HCL ER 500MG TABLET – 180 COUNT BOTTLE

All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0005: METFORMIN HCL ER 500MG TABLET – 360 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0006: METFORMIN HCL ER 500MG TABLET – 500 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0007: METFORMIN HCL ER 500MG TABLET – 1000 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0008: METFORMIN HCL ER 750MG TABLET – 90 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0009: METFORMIN HCL ER 750MG TABLET – 100 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0010: METFORMIN HCL ER 750MG TABLET – 180 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

LINE ITEM 0011: METFORMIN HCL ER 750MG TABLET – 500 COUNT BOTTLE
All prices exclusive of Federal Excise Tax:

Current (2022) Commercial List Price: _____

Previous (2021) Commercial List Price: _____

2022 Federal Supply Schedule Price: _____

2021 Federal Supply Schedule Price: _____

2022 Federal Ceiling Price _____

2021 Federal Ceiling Price _____

FAR 52.215-6 Place of Performance (OCT 1997)

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

Pursuant to the provision above, please review and provide the required information:

1. The U.S. Food and Drug Administration (FDA) is the Government agency responsible for providing and enforcing pharmaceutical current Good Manufacturing Practices (cGMP) standards for the pharmaceutical products included in this solicitation. Only offers from companies that have an acceptable cGMP status on record with the FDA for the facilities identified by the offeror in Paragraph 4 below will be considered for award. Before a contract can be awarded, any successful offeror's (or its source's) facilities shall have a current acceptable cGMP status with FDA.
2. If the products are to be manufactured at more than one location, each manufacturing facility and each facility address shall be listed along with the products manufactured at the facility.

Subcontractors (i.e., packagers, labelers, etc.) that participate in the production of the products offered on this solicitation shall also be listed along with their addresses. All facilities described in this paragraph and listed below shall be in compliance with applicable FDA cGMP standards prior to contract award.

3. Offeror shall identify below or by attachment (if additional space is needed), the products offered on this solicitation (products shall be identified by product name and by solicitation item number); whether the offeror manufactures the products; and/or whether the offeror is a distributor of the products offered.
4. If the finished products to be offered are of foreign manufacture, the complete name and address of the manufacturer shall be provided below. The offeror is also required to check the box below that is applicable to its offer. Please note that the information required below must be the name and address of the manufacturing facility, rather than the address of the foreign headquarters, distributor or agent.

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

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

_____

(Name of Manufacturing Company)

_____

(Street Address) (Post Office Address Not Acceptable)

_____

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

TABLETS, CAPSULES AND PILLS

Item	Complete Address of Facility Where Ingredients are Measured, Weighed, Mixed and Compounded	Point of Contact Including Phone Number
0001 – Metformin HCL ER 500MG Tablet – 50 Count Bottle		
0002 – Metformin HCL ER 500MG Tablet – 90 Count Bottle		
0003 – Metformin HCL ER 500MG Tablet – 100 Count Bottle		
0004 – Metformin HCL ER 500MG Tablet – 180 Count Bottle		
0005 – Metformin HCL ER 500MG Tablet – 360 Count Bottle		
0006 – Metformin HCL ER 500MG Tablet – 500 Count Bottle		
0007 – Metformin HCL ER 500MG Tablet – 1000 Count Bottle		
0008 – Metformin HCL ER 750MG Tablet – 90 Count Bottle		
0009 – Metformin HCL ER 750MG Tablet – 100 Count Bottle		
0010 – Metformin HCL ER 750MG Tablet – 180 Count Bottle		
0011 – Metformin HCL ER 750MG Tablet – 500 Count Bottle		

PACKAGING

Item	Complete Address of Facility Where Ingredients are Measured, Weighed, Mixed and Compounded	Point of Contact Including Phone Number
0001 – Metformin HCL ER 500MG Tablet – 50 Count Bottle		
0002 – Metformin HCL ER 500MG Tablet – 90 Count Bottle		
0003 – Metformin HCL ER 500MG Tablet – 100 Count Bottle		
0004 – Metformin HCL ER 500MG Tablet – 180 Count Bottle		
0005 – Metformin HCL ER 500MG Tablet – 360 Count Bottle		
0006 – Metformin HCL ER 500MG Tablet – 500 Count Bottle		
0007 – Metformin HCL ER 500MG Tablet – 1000 Count Bottle		
0008 – Metformin HCL ER 750MG Tablet – 90 Count Bottle		

0009 – Metformin HCL ER 750MG Tablet – 100 Count Bottle		
0010 – Metformin HCL ER 750MG Tablet – 180 Count Bottle		
0011 – Metformin HCL ER 750MG Tablet – 500 Count Bottle		

PACKING

Item	Complete Address of Facility Where Ingredients are Measured, Weighed, Mixed and Compounded	Point of Contact Including Phone Number
0001 – Metformin HCL ER 500MG Tablet – 50 Count Bottle		
0002 – Metformin HCL ER 500MG Tablet – 90 Count Bottle		
0003 – Metformin HCL ER 500MG Tablet – 100 Count Bottle		
0004 – Metformin HCL ER 500MG Tablet – 180 Count Bottle		
0005 – Metformin HCL ER 500MG Tablet – 360 Count Bottle		

0006 – Metformin HCL ER 500MG Tablet – 500 Count Bottle		
0007 – Metformin HCL ER 500MG Tablet – 1000 Count Bottle		
0008 – Metformin HCL ER 750MG Tablet – 90 Count Bottle		
0009 – Metformin HCL ER 750MG Tablet – 100 Count Bottle		
0010 – Metformin HCL ER 750MG Tablet – 180 Count Bottle		
0011 – Metformin HCL ER 750MG Tablet – 500 Count Bottle		

New Drug Applications (NDA)

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

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

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

FAR 52.203 – 18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)

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

"Internal confidentiality agreement or statement", "subcontract", and "subcontractor", are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) 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).

FAR 52.216-1 -- Type of Contract (APR 1984)

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

FAR 52.229-11--Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(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*.

FAR 52.225-18 Place of Manufacture (AUG 2018)

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

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

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) 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.

(b) 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.

(End of provision)

FAR 52.233-2 -- Service of Protest (SEP 2006)

(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:

Jason Wray
Jason.Wray@dla.mil
DLA Troop Support FSGB
700 Robbins Avenue
Building 6B
Philadelphia, PA 19111

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

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

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

The following additional provisions are incorporated by reference:

PROVISION NUMBER	TITLE	DATE
FAR		
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquet Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.222-24	Pre-award On-Site Equal Opportunity Compliance Review	FEB 1999
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020

52.252-5 Authorized Deviations in Provisions (NOV 2020)

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

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

(End of provision)

DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(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

DFARS 252.204-7017, Prohibition on the Acquisition of Covered Defense Telecommunications of 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.

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

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

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

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

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

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

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

(End of Provision)

DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021)

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

Covered defense telecommunications equipment or services means—

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

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

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

Covered foreign country means—

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

(2) The Russian Federation.

Covered missions means—

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

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

"*Critical technology*" means—

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

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

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

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

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

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

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

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

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

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

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

(d) *Reporting*.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any

system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

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

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

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

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

(End of clause)

252.225-7013 Duty-Free Entry. (MAR 2022)

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

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means—

(i) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(ii) "Free Trade Agreement country end product," other than a "Bahrainian end product," a "Moroccan end product," a Panamanian end product," or a "Peruvian end product," as defined in the Buy American—Free Trade Agreements—Balance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II;

(iii) "Free Trade Agreement country end product" other than a "Bahrainian end product," "Korean end product," "Moroccan end product," "Panamanian end product," or "Peruvian end product," as defined in of the Buy American—Free Trade Agreements—Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American—

Free Trade Agreements—Balance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on—

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall—

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies—

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall—

(1) Consign the shipments to the appropriate—

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation:

"UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed

pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency
(DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) *Preparation of customs forms.*

(1)(i) Except for shipments consigned to a military installation, the Contractor shall—

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall—

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages—

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the

prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice—

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if—

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) *Subcontracts.* The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for—

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will

exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts—
(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.
(End of clause)

DFARS 252.225-7020 Trade Agreements Certificate (NOV 2014)

TRADE AGREEMENTS CERTIFICATE—BASIC (NOV 2014)

(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)

_____ _____
_____ _____
_____ _____
_____

DFARS 252.225-7021 Trade Agreements. (MAR 2022)

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

"Caribbean Basin country end product"—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

"Commercially available off-the-shelf (COTS) item"—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Designated country" means—

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Free Trade Agreement country end product" means an article that—

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Least developed country end product" means an article that—

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of

commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means—

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if—

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(*1*) Components mined, produced, or manufactured in a qualifying country.

(*2*) Components mined, produced, or manufactured in the United States.

(*3*) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that—

(i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that—

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at http://www.usitc.gov/tata/hts/bychapter/index.htm. The following sections of the
HTSUS provide information regarding duty-free status of articles specified in the
definition of "Caribbean Basic country end product" within paragraph (a) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

(End of clause)

DFARS 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS—REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)

(a) *Prohibition*. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring—
(1) An unmanned aircraft system (UAS), or any related services or equipment, that—
(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or
(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—
(i) In the People's Republic of China; or
(ii) By an entity domiciled in the People's Republic of China.
(b) *Representations*. By submission of its offer, the Offeror represents that it will not provide or use—
(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(End of provision)

DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)

As prescribed in 225.7020-5(a), use the following provision:

Representation Regarding Business Operations With the Maduro Regime (MAY 2022)

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

Agency or instrumentality of the government of Venezuela, business operations, government of Venezuela, and *person* have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation.* By submission of its offer, the Offeror represents that the Offeror is a person that -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime.

As prescribed in 225.7020-5(b), use the following clause:

Prohibition Regarding Business Operations With the Maduro Regime (MAY 2022)

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

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in 28 U.S.C. 1603(b), with each reference in section 1603(b) to a foreign state deemed to be a reference to Venezuela.

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) or (2) of this definition.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) The Contractor shall -

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

DFARS 252.239-7098 Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites – Representation (Deviation 2021-O0003) (April 2021)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block

access to pornography websites.

(End of provision)

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

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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

(End of Provision)

Additional Clauses as Applicable:

The Contractor shall comply with any clause or provision 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**_ FAR 52.204-7 System for Award Management (OCT 2018)
3. __**X**___ FAR 52.223-22 Public Disclosure of Greenhosue Gas Emissions and Reduction Goals – Representation (DEC 2016)
4. __**X**__DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
5. __**X**__DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
6. __**X**__ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
7. _____ DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)
8. _____ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016)
9. _____ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
10. __**X**___ DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)

11. _**X**__ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
12. _____ DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2022)
13. _____ DFARS 252.211-7006, Passive Radio Frequency Identification (MAR 2018)
14. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (MAR 2022)
15. _____ DFARS 252.212-7002, Pilot Program for Acquisition of Military-Purpose Nondevelopmental Items (JUN 2016)
16. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
17. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
18._____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
19. __**X**__DFARS 252.215-7008, Only One Offer (JUN 2019)
20. __**X**__DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – Basic (DEC 2019)
a. _____Alternate I (DEC 2019) of 252.219-7003
b. ____ Alternate II (Dec 2019) of 252.219-7003
21. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (MAY 2019)
22. __**X**__DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
23. _____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (NOV 2014)
a. _____Alternate I (NOV 2014) of 52.225-7000
24. _____ DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (MAR 2022)
a. _____Alternate I (DEC 2017) of 252.225-7001
25. _____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (DEC 2014)
26. __x___ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019)
27. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
28. ___**X**_ DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
29. _____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
30. _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
31. _____ DFARS 252.225-7017, Photovoltaic Devices (MAR 2022)
32. _____DFARS 252.225-7018, Photovoltaic Devices—Certificate (MAR 2022)
33. __**X**_ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)
a. _____ Alternate I (NOV 2014) of 252.225-7020
34. __**X**__ DFARS 252.225-7021, Trade Agreements (MAR 2022)
a. _____Alternate II (MAR 2022) of 252.225-7021
35. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
36. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
37. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)

38. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
39. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
40. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
41. __X___ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
42. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (Class Deviation 2020-O0019) (JUL 2020)
    a. _____Alternate II (Class Deviation 2020-O0019) (JUL 2020) of 252.225-7035
    b._____Alternate IV (Class Deviation 2020-O0019) (JUL 2020) of 252.225-7035
    c. _____Alternate V (Class Deviation 2020-O0019) (JUL 2020) of 252.225-7035
43. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program - Basic (MAR 2022)
    a. _____Alternate I (MAR 2022) of 252.225-7036
    b. _____Alternate II (MAR 2022) of 252.225-7036
    c. _____Alternate III (MAR 2022) of 252.225-7036
    d. _____Alternate IV (MAR 2022) of 252.225-7036
    e. _____Alternate V (MAR 2022) of 252.225-7036
44. _____ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)
45. _____DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
46.__X__DFARS 252.225-7052, Restrictions on the Acquisition of Certain Magnets, Tantalum, and Tungsten (OCT 2020)
47. __**X**__ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
49. _____ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
50. _____ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (APR 2022)
51. ____ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
52. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)
53. __**X**__ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
54. _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
55. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
56. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
57. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (FEB 2019)
58. _____DFARS 252.239-7018, Supply Chain Risk (FEB 2019)
59. __**X**__ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
60. __**X**__ DFARS 252.244-7000, Subcontracts for Commercial Items (JAN 2021)

61. ____DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
62. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
63. _____DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
64. __**X**__ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (JUN 2019)
65. __**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
66._____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
67. _____ 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)
68._____DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018)
69. _____ 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)

Appendix A: Pharmaceutical Prime Vendors

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

Amerisource Bergen Drug Co.
9900 J.E.B. Stuart Parkway
Glen Allen, VA 23060
POC: Mr. Alex Merritt
Director of Government Accounts
Phone: 312-533-8015
amerritt@amerisourcebergen.com

Cardinal Health
3651 Birchwood Drive
Waukegan, IL 600685
POC: Maria Tanner
Manager, Government Contract Administration
Cardinal Health
Direct: 847-785-4840
Fax: 614-495-5489
maria.Tanner@cardinalhealth.com

Dakota Drug, Inc.
1101 Lund Blvd
PO Box 877
Anoka, MN 55303
POC: Mr. Matthew Kipp
Phone: 763-432-4333 x1158
Fax: 763-421-0661
mkipp@dakdrug.com

DMS Pharmaceutical Group Inc.
810 Busse Highway
Park Ridge, IL 60068
POC: Mr. Misko Dragin, Comptroller
Phone: 847-518-1100 x229
Fax: 847-518-1105
mdragin@dmspharma.com

McKesson Corp.
1220 Senlac Drive
Carrollton, TX 75006
POC: Ms. Lori White, V.P. Government
Phone: 972-446-5758
Fax: 972-446-5337
lori.white@mckesson.com

Appendix B: Agency Annual Demand Projections

DESCRIPTION	PCK SZ (BTL)	EST QTY (YR)	UoU
DoD			
METFORMIN ER 500 MG TABLET	50	115	
METFORMIN ER 500 MG TABLET	90	35,974	
METFORMIN ER 500 MG TABLET	100	15,721	
METFORMIN ER 500 MG TABLET	180	30,910	
METFORMIN ER 500 MG TABLET	360	15,423	
METFORMIN ER 500 MG TABLET	500	47,725	
METFORMIN ER 500 MG TABLET	1000	26,685	
METFORMIN ER 750 MG TABLET	90	8,545	
METFORMIN ER 750 MG TABLET	100	20,991	
METFORMIN ER 750 MG TABLET	180	4,930	
METFORMIN ER 750 MG TABLET	500	4,430	
VA			
METFORMIN ER 500 MG TABLET	50	1,412	
METFORMIN ER 500 MG TABLET	90	254,251	Y
METFORMIN ER 500 MG TABLET	100	12,073	
METFORMIN ER 500 MG TABLET	180	174,245	Y
METFORMIN ER 500 MG TABLET	360	138,792	Y
METFORMIN ER 500 MG TABLET	500	23,392	
METFORMIN ER 500 MG TABLET	1000	35,948	
METFORMIN ER 750 MG TABLET	90	6,113	Y
METFORMIN ER 750 MG TABLET	100	4,426	
METFORMIN ER 750 MG TABLET	180	15,885	Y
METFORMIN ER 750 MG TABLET	500	2,676	
IHS			
METFORMIN ER 500 MG TABLET	50	148	
METFORMIN ER 500 MG TABLET	90	5,801	
METFORMIN ER 500 MG TABLET	100	34,586	
METFORMIN ER 500 MG TABLET	180	4,462	
METFORMIN ER 500 MG TABLET	360	1,680	
METFORMIN ER 500 MG TABLET	500	27,349	
METFORMIN ER 500 MG TABLET	1000	8,098	
METFORMIN ER 750 MG TABLET	90	86	
METFORMIN ER 750 MG TABLET	100	2,819	
METFORMIN ER 750 MG TABLET	180	565	
METFORMIN ER 750 MG TABLET	500	95	
BoP			
METFORMIN ER 500 MG TABLET	50	34	
METFORMIN ER 500 MG TABLET	90	3	
METFORMIN ER 500 MG TABLET	100	23	
METFORMIN ER 500 MG TABLET	180	7	
METFORMIN ER 500 MG TABLET	360	4	
METFORMIN ER 500 MG TABLET	500	27	
METFORMIN ER 500 MG TABLET	1000	9	
METFORMIN ER 750 MG TABLET	90	0	
METFORMIN ER 750 MG TABLET	100	0	
METFORMIN ER 750 MG TABLET	180	0	
METFORMIN ER 750 MG TABLET	500	0	
TOTAL			
METFORMIN ER 500 MG TABLET	50	1,709	
METFORMIN ER 500 MG TABLET	90	296,029	
METFORMIN ER 500 MG TABLET	100	62,403	
METFORMIN ER 500 MG TABLET	180	209,624	
METFORMIN ER 500 MG TABLET	360	155,899	
METFORMIN ER 500 MG TABLET	500	98,493	
METFORMIN ER 500 MG TABLET	1000	70,740	
METFORMIN ER 750 MG TABLET	90	14,744	
METFORMIN ER 750 MG TABLET	100	28,236	
METFORMIN ER 750 MG TABLET	180	21,380	
METFORMIN ER 750 MG TABLET	500	7,201	