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

1. REQUISITION NUMBER: N/A

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE2D2-15-R-0009

6. SOLICITATION ISSUE DATE: 05/26/2015

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Danielle Delaney

b. TELEPHONE NUMBER *(No collect calls)*: 215-737-2998

8. OFFER DUE DATE/ LOCAL TIME: 06/25/2015 15:00EST

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: 750 Employees

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 Pharmaceutical Prime Vendors
See Appendix A

16. ADMINISTERED BY — CODE: SPE2D2

Same as Block 9

17a. CONTRACTOR/ OFFEROR — CODE: _____ FACILITY CODE: _____

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY — CODE:

DLA Pharmaceutical Prime Vendors

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 Next Page *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Bupropion XL 150MG 30 Count Bottle** National Drug Code (NDC) ____-___-__				
0001AA	Base Year	155,409	BT*		
0001AB	Option Year 1	155,409	BT		
0001AC	Option Year 2	155,409	BT		
0001AD	Option Year 3	155,409	BT		
0001AE	Option Year 4	155,409	BT		
0002	Bupropion XL 150MG 90 Count Bottle** National Drug Code (NDC) ____-___-__				
0002AA	Base Year	24,130	BT		
0002AB	Option Year 1	24,130	BT		
0002AC	Option Year 2	24,130	BT		
0002AD	Option Year 3	24,130	BT		
0002AE	Option Year 4	24,130	BT		
0003	Bupropion XL 150MG 1000 Count Bottle National Drug Code (NDC) ____-___-__				
0003AA	Base Year	884	BT		
0003AB	Option Year 1	884	BT		
0003AC	Option Year 2	884	BT		
0003AD	Option Year 3	884	BT		
0003AE	Option Year 4	884	BT		
	Two bottles of 500ea are being accepted as an alternate to one bottle of 1000ea. For CLIN 0003 offers shall include pricing for 884 bottles of 1000ea <u>or</u> 1768 bottles of 500ea.				
	Bupropion XL 150MG 500 Count Bottle National Drug Code (NDC) ____-___-__				
	Base Year	1,768	BT		
	Option Year 1	1,768	BT		
	Option Year 2	1,768	BT		
	Option Year 3	1,768	BT		
	Option Year 4	1,768	BT		
0004	Bupropion XL 300MG 30 Count Bottle** National Drug Code (NDC) ____-___-__				
0004AA	Base Year	35,017	BT		
0004AB	Option Year 1	35,017	BT		
0004AC	Option Year 2	35,017	BT		
0004AD	Option Year 3	35,017	BT		

0004AE	Option Year 4	35,017	BT		
0005	Bupropion XL 300MG 90 Count Bottle** National Drug Code (NDC) ____-___-__				
0005AA	Base Year	53,236	BT		
0005AB	Option Year 1	53,236	BT		
0005AC	Option Year 2	53,236	BT		
0005AD	Option Year 3	53,236	BT		
0005AE	Option Year 4	53,236	BT		
0006	Bupropion XL 300MG 1000 Count Bottle National Drug Code (NDC) ____-___-__				
0006AA	Base Year	4,491	BT		
0006AB	Option Year 1	4,491	BT		
0006AC	Option Year 2	4,491	BT		
0006AD	Option Year 3	4,491	BT		
0006AE	Option Year 4	4,491	BT		
	Two bottles of 500ea are being accepted as an alternate to one bottle of 1000ea. For CLIN 0006 offers shall include pricing for 4,491 bottles of 1000ea <u>or</u> 8,982 bottles of 500ea.				
	Bupropion XL 300MG 500 Count Bottle National Drug Code (NDC) ____-___-__				
	Base Year	8,982	BT		
	Option Year 1	8,982	BT		
	Option Year 2	8,982	BT		
	Option Year 3	8,982	BT		
	Option Year 4	8,982	BT		
	*BT = One Bottle				
	** Package size is unit of use and is subject to Statement of Work - "Preparation for Delivery" requirement.				
	***The quantities specified in the Schedule are estimates only. Reference FAR 52.216-21 Requirements for additional details.				

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Block 9: Submission Instructions

› Address and Submit **"mailed"** offers to**:**
Defense Logistics Agency
Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667
Solicitation Number: **SPE2D2-15-R-0009**
Opening/Closing Date and Time: **05/26/2015 / 06/25/2015 03:00PM EST**

› Address and Deliver **"hand carried"** offers, *including delivery by commercial carrier*, to:
DLA Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Room 2035
700 Robbins Avenue
Philadelphia, PA 19111-5092
Solicitation Number: **SPE2D2-15-R-0009**
Opening/Closing Date and Time: **05/26/2015 / 06/25/2015 03:00PM EST**

Notes:
1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.
2. Examples of "hand carried" offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

Block 17a: DUNS & CAGE

› Offeror's assigned Data Universal Numbering System (DUNS) Number**:**_____

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

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

Block 17b: Remittance Address

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

_____
_____
_____

CAUTION NOTICE

1. **Reverse Auction Notification**
   This solicitation contains DLAD provision 52.215-9023 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.

2. **Subcontracting Plan**
   All large business offerors must submit a subcontracting plan with their offer. Instructions for submitting the subcontracting plan are included in FAR 52.212-1. 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. More information on eSRS can be found at DGPA 19.7: http://www.troopsupport.dla.mil/contract/dgpa/dgpa19.asp#dgpa19_705_7_p and www.esrs.gov.

CONTRACT CLAUSES

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

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

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

The following additional 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	APR 2014
FAR 52.227-1	Authorization and Consent	DEC 2007
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
FAR 52.232-17	Interest	MAY 2014
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.242-15	Stop-Work Order	AUG 1989

FAR 52.246-16	Responsibility for Supplies	APR 1984
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 252.204-7004	Alternate A, System for Award Management	FEB 2014
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	DEC 2014
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2012
DLAD		
DLAD 52.211-9014	Contractor Retention of Traceability Documentation	AUG 2012
DLAD 52.216-9023	Additional Ordering Limitation	APR 2008
DLAD 52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM)	FEB 2007

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (DEC 2014)
Incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-4:
The following 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 52.217-9 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.

(End of clause)

FAR 52.212-9000 Changes – Military Readiness (NOV 2011)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peacekeeping Operation, as defined below, the Contracting Officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery.
If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency Operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or Peacekeeping Operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

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.

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAR 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.
___ (13) [Reserved]
___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
_X_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
___ (ii) Alternate I (Oct 2001) of 52.219-9.
_X_ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (Oct 2014) of 52.219-9.
___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
_X_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
_X_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
_X_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
___ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (35) (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.)
___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-14.
___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.
___ (iii) Alternate II (May 2014) of 52.225-3.
___ (iv) Alternate III (May 2014) of 52.225-3.
___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
_X_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
_X_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) Deleted – applicable to service contracts only. [
(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
(ix) 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.
(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).
(xii) 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.)
(xiii) 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)
(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Contract Clauses Included by Reference

252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).

Administration Costs for Reprocurement after Termination for Cause

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled "Contract Terms and Conditions - Commercial Items", 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 Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor's 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. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

DLAD 52.212-9002 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (NOV 2014)
The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
1. __**X**__FAR 52.203-3, Gratuities (APR 1984)
2. __**X**__DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. __**X**__DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4. _____ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5. _____ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
6. _____ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
7. _____ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
8. _____ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
9. _____ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)
10. __**X**__ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11. _____ DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)
12. _____ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)

13. __**X**__ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
14. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
15. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17. _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
18. _____ DFARS 252.215-7008, Only One Offer (OCT 2013)
19. __**X**__ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)
20. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
21. _____ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
22. _____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)
a. _____Alternate I (DEC 2010) of 52.225-7000
23. _____ DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)
a. _____Alternate I (JAN 2014) of 252.225-7001
24. _____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
25. _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
26. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
27. _____ DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
28. _____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
29. _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
30. _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)
31. _____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)
32. _____ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)
a. _____Alternate I (DEC 2010) of 252.225-7020
33. __**X**__ DFARS 252.225-7021, Trade Agreements—Basic (NOV 2014)
a. _____Alternate II (OCT 2011) of 252.225-7021
34. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
35. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
36. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
37. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
38. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
39. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
40. _____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
41. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)
a. _____Alternate I (OCT 2013) of 252.225-7035
b. _____Alternate II (NOV 2012) of 252.225-7035
c. _____Alternate III (JUN 2012) of 252.225-7035

d. _____Alternate IV(NOV 2012) of 252.225-7035
e. _____Alternate V (NOV 2012) of 252.225-7035
42. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)
a. _____Alternate I (JUN 2012) of 252.225-7036
b. _____Alternate II (NOV 2012) of 252.225-7036
c. _____Alternate III (JUN 2012) of 252.225-7036
d. _____Alternate IV (NOV 2012) of 252.225-7036
e. _____Alternate V (NOV 2012) of 252.225-7036
43. _____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)
44. _____ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
45. _____ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (MAY 2014)
46. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
47. __**X**__ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
49. _____ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014b)
50. _____ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
51. __**X**__ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
52. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
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)
58. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
57. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)
58. _____ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)
59. __**X**__ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
60. _____ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
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. _____ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)
65. __**X**__ DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
a. _____Alternate I (APR 2014) of 252.247-7023.
b. _____Alternate II (APR 2014) of 252.247-7023
66. __**X**__ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
67. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
68. _____ 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)

69. _____ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
70. _____ 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 (JUN 2013)
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 (APR 2014)
8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

STATEMENT OF WORK

1. Background

The Defense Logistics Agency (DLA), Directorate of Medical Materiel provides pharmaceutical products for the Department of Defense (DoD) to their customers through the Pharmaceutical Prime Vendor program. The Department of Veterans Affairs (VA) provides pharmaceutical products to their 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 awardee consents to allow VA and DLA prime vendors to distribute the listed products at the prices established in a contract resulting from this solicitation.

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

When placing orders with DLA, BoP, IHS or the VA, ordering activities will purchase their requirements from the selected contract holder for the items listed in the Schedule of Supplies section of this Solicitation through the DLA or VA prime vendors except when: (1) the contracted items is/are unavailable to meet the needs of the Government, (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 at the prices established to all eligible DoD, VA, BoP and IHS ordering activities.

5. Contract Performance Date
The contract performance date shall be 30 days (or sooner upon mutual agreement) after the date of contract award. This is the date the contractor shall be ready to fill PPV orders.

The contract prices shall be effective 15 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 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. The national contractor will establish a business relationship with the PPVs to facilitate the sale of the items at a unit price no higher than the established contract price. The national contractor will notify the Contracting Officer within 10 days from receipt of award if an agreement cannot be reached.

6. Chargeback Agreements
Chargeback arrangements shall be coordinated between the prime vendors and the successful contractor. The Government is not obligated to become involved in or assume any responsibility for any financial disputes involved with such arrangements.

7. Delivery
The complete order quantity shall be delivered to the PPV within 15 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.

8. 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.

9. Contract Duration
The contract resulting herein will be for a one year base and include four option years for a maximum of five years. The contract will not exceed five years.

10. Ordering and Acceptance of Orders
The contractor agrees to accept orders and provide items at the prices agreed to under this contract that are placed by Pharmaceutical Prime Vendors (PPVs) for use by medical treatment facilities, formularies, and eligible beneficiaries served by the DLA and VA PPVs. 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 of agencies, which are not current PPV customers, during the effective period of this contract.

11. Initial Orders
Each ordering agency (DoD, VA, IHS, and BoP) may place initial orders with their respective PPV contractors totaling up to 30% of the agency's stated estimated annual contract quantities, located in Appendix B: Agency Annual Demand Projections, immediately upon the contract effective date. 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.

12. National Contract Backorders
The ability of the DoD, VA, BoP, and IHS to provide quality healthcare to the patient population is severely impaired when a national contract product is not available due to backorders.

For purposes of this contract a backorder occurs when the PPV issues an order with the contractor and the complete order quantity is not delivered to the PPV within 15 days after receipt of order.

The contract awardee shall inform the contracting officer within four calendar days after a backorder occurs or is foreseen. In addition to informing the contracting officer of the backorder, the contractor shall provide an estimated date when the backordered product will be shipped, and may propose a solution to satisfy the Government's needs for the contract items until the backorder is resolved.

If a backorder occurs, the Government may be required to acquire the same or similar items from other readily available sources and seek reimbursement for excess costs in accordance with FAR 52.233-1, Disputes or the remedies available under FAR 52.212-4 (m), Termination for cause.

13. Product Registration
Product information pertaining to all items offered under this solicitation must be registered with RXNorm, First Data Bank and Medispan 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/

14. 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.

All unit of use packaging (identified in schedule of supplies beginning on Page 2) 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.).

15. 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 GSI 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.

16. 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 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.

17. Manufacturing Facilities

If at any time during the life of the contract, the contractor's facility or the source from which the contractor obtains any of the products offered on 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), and/or a facility's unacceptable FDA cGMP status is communicated to the Contracting Officer, the procedures outlined in Paragraph 3 (below) of the procedures outlined below will apply.

The DLA 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 and/or packaged 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 unacceptable cGMP status was communicated to DLA, provided that the products have not been subjected to a consumer-level recall. An additional 90 days may be authorized at the discretion of the DLA Contracting Officer.

Contractors are cautioned that products that were manufactured and /or packaged 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. The contractor 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 plan, and 3) a copy of any re-inspection requests and subsequent reports, when they are available. If 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 FDA within 90 days from the date when unacceptable cGMP status was communicated to DLA, 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 the applicable clause contained in the contract.

The contractor shall use only the FDA-inspected manufacturing facilities cited 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.

18. 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 two copies of the recall notification along with any pertinent information to:

1. DLA Troop Support
   National Pharmaceutical Contracts Team
   700 Robbins Avenue
   Building Six Medical Directorate
   Philadelphia, PA. 19111
   Fax Number (215)737-2155

2. DLA Troop Support
   Customer Pharmaceutical Operations Center
   700 Robbins Avenue
   Building Six Medical Directorate
   Philadelphia, PA. 19111
   cpoc@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).

19. 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 contract period.
   iii. The sales report shall be sent by mail, facsimile, or electronically by email to the contracting officer (email address shall be provided after award). Mailed reports shall be sent to the address listed below. Facsimile transmissions may be sent to (215)737-2155. If sent by mail or facsimile, 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 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 either electronically or by check, and shall be addressed to the Defense Logistics Agency. 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 included, dollar amount remitted for each contract number, and
   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 sales report (within 60 calendar days following the completion of each reporting

quarter or completion of the contract).

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 in check form shall be made to the attention of "US Treasury" and mailed to the following address:

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

iv. 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.

v. 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. 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

52.212-1, Instructions to Offerors—Commercial Items (MAR 2015)

Incorporated in this solicitation by reference. The full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

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**

Delete the 1st sentence and substitute the following:

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 offers 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 if later determined by the Contracting Officer to be necessary.

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

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

5. **Paragraph (j) Data Universal Numbering System (DUNS) Number**

The requirement to provide a DUNS 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 **three (3)** hard copies of the following volumes of documentation prior to the closing date and time of the solicitation:

Volume 1 – Non-Price Proposal
Volume 2 – Contract 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 **three (3)** hard copies of its non-price proposal, which must include:

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 size and requirement to that of the subject solicitation. Contract performance for the provided information must have occurred during the most recent three years (May 2012 – May 2015). 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 required per the terms of this solicitation or other applicable laws and regulations shall be included Volume 1 of the Non-Price Proposal.

c. Tab 3: FDA Warning Letter and Corrective Action Plan, If Applicable – any FDA warning letters and applicable corrective action plans that are required per the terms of this solicitation or other applicable laws and regulations shall be included in Volume 1 of the Non-Price Proposal.

(b) Volume 2 – Contract Proposal. Each offeror is required to submit **three (3)** hard copies of their contract proposal, which must include Tabs A – F. Tabs D and E should be completed if applicable.

a. Tab A: Offeror's Signed & Completed SF 1449 and all pages of the solicitation (1 through 62).

b. Tab B: Offeror's Proposed Prices (page 2 of the Solicitation). Offerors are required to provide pricing information for line items 0001 through 0006. The offeror's proposed prices are to be expressed in dollars as a unit price per bottle.

The offeror is required to submit its offered prices for each line item for the base and all option years as stated above as part of the offeror's contract proposal. The reverse

auction process or telephonic negotiations may be used to determine the lowest price evaluated (unit price per bottle).

c. Tab C: Offeror's Completed Representations and Certifications

d. Tab D: Offeror's Subcontracting Plan for Small, Small Disadvantaged, Women-Owned, Veteran Owned Small Business, Service Disabled Veterans Owned Business and Small HUBZone Business Concerns (if required). A Subcontracting Plan shall be submitted only by offerors who are large business concerns. Offerors must comply with FAR 52.219-9 (October 2014).

e. Tab E: Letter of Commitment (if required) -- Offers submitted by dealers and suppliers will need to include a letter of commitment from the manufacturer. See FAR 52.212-1 Addendum 4 – Caution Statements and Notifications for additional details.

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

Extraneous Data: Offerors are not to include extraneous data such as, annual reports, marketing brochures, catalogs, etc., unless they are being provided as a response to a request for information in this solicitation.

In conducting the evaluation, the Source Selection Evaluation Board (SSEB) 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 - Contract Proposal

Organization of Offered Prices: Offerors are required to provide the following mandatory pricing information, expressed in dollars as a unit price per bottle, for line items 0001 through 0006:

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 contract proposal. The reverse auction process or telephonic 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 price. The lowest price will be determined by adding the totals for the base plus each option period to arrive at the overall total price.

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 most current). This Federal Ceiling Price 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 NLT 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. Notice to Dealers and Suppliers

(a) If other than the manufacturer, the offeror shall submit either: (1) A letter of commitment from the manufacturer to the offeror which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, **or** (2) sufficient documentation demonstrating that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period. If the offeror and the manufacturer are affiliates, the letter of commitment or evidence as required herein is required of the manufacturing facility, regardless of the relationship with the offeror. **Offers that fail to meet this requirement are not considered to be technically acceptable and may not be included in the competitive range.**
(b) To be considered acceptable, the letter of commitment:

1) Shall be on the manufacturer's letterhead.
2) Shall be dated.
3) Shall reference the solicitation number and the product committed to manufacture.
4) 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, and that the manufacturer is currently manufacturing the product.
5) Shall be signed by an officer of the manufacturer's company (include name, title and telephone number).

5. 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 in Part I, "Schedule of Supplies and Prices" of the solicitation. The first five numbers of the eleven-digit NDC number for each product proposed shall identify the offeror. Offers that fail to provide the information required by this clause by the solicitation closing date shall be rejected and shall receive no further consideration.

6. DLAD 52.215-9023 Reverse Auction (OCT 2013)

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the on-line auction process.

(c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror 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.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final 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 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.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

(1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.

(4) The reverse auction system currently in use 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." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

(5) Any 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 his/her 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) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification**.** Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an Offeror who successfully completes the training shall be designated as a 'Trained Offeror.' Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a 'Trained Offeror.' The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

FAR 52.212-2 Evaluation Commercial Items (October 2014)

(a) An award will be made to the responsible offeror whose proposal is determined to be technically acceptable and provides the lowest evaluated price. In order for an offer to be determined technically acceptable the proposal must receive an acceptable rating for Technical Requirements and Past Performance.

i. Technical Requirements

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

Technical Requirements	
Rating	Description
Acceptable	Offeror takes no exception to the Statement of Work and/or Solicitation terms and conditions.
Unacceptable	Offeror took exception to one or more of the Statement of Work and/or Solicitation terms and conditions.

ii. Past Performance

Past Performance will be evaluated in accordance with FAR 15.305 and DFARS 215.305. This assessment is based on the offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements.

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

The Past Performance Evaluation Criteria requires that an offeror's overall acceptable past performance rating be based on the offeror's performance record

relating to contracts of similar scope and complexity. As a result, the Government has a reasonable expectation that the offeror will successfully perform the required effort based on the offeror's quality and delivery history indicating no major issues, or the offeror's performance record is unknown.

Past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in the Past Performance Evaluation Ratings Table.

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

Note: In the case of an offeror without a record of relevant and recent past performance for the timeframes specified, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, ""unknown" shall be considered to be "Neutral" o or to have "No Rating".

After the evaluation of proposals for adherence to the terms and conditions and past performance are completed and documented, the Source Selection Evaluation Board (SSEB) will prepare a report with its identification of offerors rated "overall acceptable" and "overall unacceptable" to the SSA.

iii. Overall Non-Price Evaluation.

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

Overall Acceptable/Unacceptable Ratings	
Ratings	**Descriptions**
Acceptable	Offeror takes no exception to the terms and conditions of the Statement of Work and/or Solicitation and received an acceptable rating for past performance.
Unacceptable	Offeror took exception to one or more of the terms and conditions of the Statement of Work and/or Solicitation and/or received an unacceptable rating for past performance.

After the evaluation of proposals against the Technical Requirements and Past Performance are completed and documented, the Source Selection Evaluation Board (SSEB) will prepare a report with its identification of offerors rated "overall acceptable" and "overall unacceptable" to the SSA.

Offers determined to be overall technically acceptable will be considered for award. Lack of adequate documentation in a proposal to support any portion of the Technical Requirements or Past Performance factors may result in an "Unacceptable" evaluated rating; however, clarifications and/or discussions can be held and offerors may be permitted to provide revised/additional supporting documentation to support an "acceptable" rating, address adverse past performance, or to enhance the government's understanding of its proposal pursuant to FAR 15.306.

iv. Lowest Evaluated Price.

After overall acceptable offers are identified, telephonic negotiations and/or reverse auction may be conducted for all offers in the competitive range. Offerors will be able to submit revised prices during discussions and the reverse auction process, if discussions and/or reverse auction processes are held.

Offerors are required to provide pricing information for line items 0001 through 0006. The offeror's proposed prices are to be expressed in dollars as a unit price per bottle.

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

v. Initial Evaluation Results and Establishment of a Competitive Range

Following the initial evaluation for overall acceptability, the Government reserves the right to make an award based on the initial offers submitted. However, if discussions are held, the initial price submission will be used to establish the competitive range. Overall unacceptable offers may be included in the competitive range if the SSA finds that their proposals are susceptible to being made acceptable through discussions. Offerors whose proposals are so deficient that they are not reasonably deemed to be susceptible to being made acceptable through discussions may be excluded from the competitive range. The competitive range may also be limited as stated in Addendum 1 to FAR 52.212-1. Overall acceptable offers may be included in or excluded from the competitive range based on consideration of their initial price submission compared to the other offerors' price submissions.

The Government may hold discussions with offerors in the competitive range to rectify any significant weaknesses and deficiencies in their proposals. Offerors not determined to be in the competitive range will be notified in writing and are therefore not considered for an award.

vi. Final Evaluation Results.

If discussions are held and a competitive range is established, the lowest price offerors will be determined based on final proposal revisions. Price discussions may be conducted using the reverse auction method and/or traditional discussion methods. All offerors whose proposals are included in the competitive range will be notified of the date and time of the reverse auction if the Government chooses to hold a reverse auction.

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

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

vii. Award Selection.

The Source Selection Authority will determine which proposal is the lowest price technically acceptable. The lowest price technically acceptable offeror will receive the contract award if determined to be responsible in accordance with FAR Subpart 9.1 and otherwise eligible for award. The overall lowest price will be determined by adding the total price for the base year for all items and the total price for all option periods for all items. The overall price is the sum of all extended prices in column 24 of the Schedule of Supplies.

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.

(b) Post Award Conference

Post award conferences will not be held. Should the need arise, teleconference or video teleconference calls will be arranged.

(c) 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).

52.217-5 -- Evaluation of Options.

As prescribed in 17.208(c), insert a provision substantially the same as the following:

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).

(End of Provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

Offeror Representations and Certifications -- Commercial Items (Mar 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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—

(1) 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

(2) 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.

"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" 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.

"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.

"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 posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (p) 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 is to 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 CFR 124.1002.

(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.

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

(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.

(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.

(d) Representations required to implement provisions of Executive Order 11246 --

(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 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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "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) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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; and

(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 $3,000 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 appear 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 Product

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 is 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 database 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 CFR 1.6049-4;

[_] 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*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It 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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. 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 $3,000 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 (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(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 DUNS Number 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)

(End of Provision)

Alternate I (*May 2014).* As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Jan2012). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [_]is, [_] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.acquisition.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed

application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Attachment(s) for FAR 52.212-3

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data. (Alternate IV) (OCT 2010)

(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: BUPROPION XL 150MG – 30 COUNT BOTTLES
All prices exclusive of Federal Excise Tax:
Current (2015) Commercial List Price: _____

Previous (2014) Commercial List Price: _____

2015 Federal Supply Schedule Price: _____

2014 Federal Supply Schedule Price: _____

2015 Federal Ceiling Price _____

2014 Federal Ceiling Price _____

LINE ITEM 0002: BUPROPION XL 150MG– 90 COUNT BOTTLES
All prices exclusive of Federal Excise Tax:
Current (2015) Commercial List Price: _____

Previous (2014) Commercial List Price: _____

2015 Federal Supply Schedule Price: _____

2014 Federal Supply Schedule Price: _____

2015 Federal Ceiling Price _____

2014 Federal Ceiling Price _____

LINE ITEM 0003: BUPROPION XL 150MG – 500/1000 COUNT BOTTLES
All prices exclusive of Federal Excise Tax:
Current (2015) Commercial List Price: _____

Previous (2014) Commercial List Price: _____

2015 Federal Supply Schedule Price: _____

2014 Federal Supply Schedule Price: _____

2015 Federal Ceiling Price _____

2014 Federal Ceiling Price _____

LINE ITEM 0004: BUPROPION XL 300MG – 30 COUNT BOTTLES
All prices exclusive of Federal Excise Tax:
Current (2015) Commercial List Price: _____

Previous (2014) Commercial List Price: _____

2015 Federal Supply Schedule Price: _____

2014 Federal Supply Schedule Price: _____

2015 Federal Ceiling Price _____

2014 Federal Ceiling Price _____

LINE ITEM 0005: BUPROPION XL 300MG – 90 COUNT BOTTLES
All prices exclusive of Federal Excise Tax:
Current (2015) Commercial List Price: _____

Previous (2014) Commercial List Price: _____

2015 Federal Supply Schedule Price: _____

2014 Federal Supply Schedule Price: _____

2015 Federal Ceiling Price _____

2014 Federal Ceiling Price _____

LINE ITEM 0006: BUPROPION XL 300MG – 500/1000 COUNT BOTTLES
All prices exclusive of Federal Excise Tax:
Current (2015) Commercial List Price: _____

Previous (2014) Commercial List Price: _____

2015 Federal Supply Schedule Price: _____

2014 Federal Supply Schedule Price: _____

2015 Federal Ceiling Price _____

2014 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 clause 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 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 7 below will be considered for award. The FDA will evaluate a prospective offeror for DLA procurements only if the offeror has had a qualifying cGMP inspection within the previous two years. Before a contract can be awarded, any successful offeror's manufacturing facilities shall have a current acceptable cGMP status with FDA, or shall have had an acceptable report from the last FDA facility inspection on record. In the absence of a current cGMP evaluation, an offeror is required to include with its proposal documentation on the acceptable outcome of a FDA facility inspection that occurred more than two years prior to submission of the offer.
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 substantially 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 – Bupropion XL 150MG 30 Count Bottles		
0002 – Bupropion XL 150MG 90 Count Bottles		
0003 – Bupropion XL 150MG 500 or 1000 Count Bottles		
0004 – Bupropion XL 300MG 30 Count Bottles		

0005 – Bupropion XL 300MG 90 Count Bottles		
0006 – Bupropion XL 300MG 500 or 1000 Count Bottles		

PACKAGING

Item	Complete Address of Facilities Where Intermediate Containers will be Filled and Labeled.	Point of Contact Including Phone Number
0001 – Bupropion XL 150MG 30 Count Bottles		
0002 – Bupropion XL 150MG 90 Count Bottles		
0003 – Bupropion XL 150MG 500 or 1000 Count Bottles		
0004 – Bupropion XL 300MG 30 Count Bottles		
0005 – Bupropion XL 300MG 90 Count Bottles		
0006 – Bupropion XL 300MG 500 or 1000 Count Bottles		

PACKING

Item	Complete Address of Facilities Where Products Will be Packed and Prepared for Shipment.	Point of Contact Including Phone Number
0001 – Bupropion XL 150MG 30 Count Bottles		
0002 – Bupropion XL 150MG 90 Count Bottles		
0003 – Bupropion XL 150MG 500 or 1000 Count Bottles		
0004 – Bupropion XL 300MG 30 Count Bottles		
0005 – Bupropion XL 300MG 90 Count Bottles		
0006 – Bupropion XL 300MG 500 or 1000 Count Bottles		

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)

DFARS 252.225-7020 Trade Agreements Certificate.

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)
_____	_____
_____	_____
_____	_____
_____	_____

Addendum

The following additional provisions are set forth in full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

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

252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992).

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

DLAD 52.233-9001 Disputes: Agreement to Use Alternative Dispute Resolution (NOV 2011)

(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 with legal counsel (see DLA Directive 5145.1). 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.

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

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

- FAR: https://www.acquisition.gov/far/index.html;
- DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

- DLAD: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

The following additional provisions are incorporated by reference:

PROVISION NUMBER	**TITLE**	**DATE**
FAR		
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.222-24	Pre-award On-Site Equal Opportunity Compliance Review	FEB 1999
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification	DEC 2012
DFARS		
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
DLAD		
52.233-9000	Agency Protests	NOV 2011

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. Larry E. Stepp, V.P. National Accounts
Phone: 804-253-6655
Fax: 804-533-1040
lstepp@amerisourcebergen.com

Dakota Drug, Inc.
28 N. Main Street, Box 5009
Minot, ND 58702
POC: Ms. Cindy Edwards
Phone: 736-432-4333 Ext. 6238
Fax: 763-421-0661
cedwards@dakdrug.com

DMS Pharmaceutical Group Inc.
810 Busse Highway
Park Ridge, IL 60068
POC: Ms. Jean Hawkins, V.P. Contracts
Phone: 847-518-1100 x226
Fax: 847-518-1105
jh@dmspharma.com

McKesson Corp.
1220 Senlac Drive
Carrollton, TX 75006
POC: Mr. Paul Flach, V.P. National Accounts
Phone: 972-446-4947
Fax: 972-446-4477
paul.flach@mckesson.com

Appendix B: Agency Annual Demand Projections

DESCRIPTION	PCK SZ (BTL)	EST QTY (YR)	UoU
DoD			
BUPROPION XL 150MG TAB ER 24H	30	127,186	X
BUPROPION XL 150MG TAB ER 24H	90	551	X
BUPROPION XL 150MG TAB ER 24H	500	20	
OR	OR	OR	
BUPROPION XL 150MG TAB ER 24H	1000	10	
BUPROPION XL 300MG TAB ER 24H	30	30,294	X
BUPROPION XL 300MG TAB ER 24H	90	16,734	X
BUPROPION XL 300MG TAB ER 24H	500	8,668	
OR	OR	OR	
BUPROPION XL 300MG TAB ER 24H	1000	4,334	
VA			
BUPROPION XL 150MG TAB ER 24H	30	14,758	X
BUPROPION XL 150MG TAB ER 24H	90	22,666	X
BUPROPION XL 150MG TAB ER 24H	500	1,722	
OR	OR	OR	
BUPROPION XL 150MG TAB ER 24H	1000	861	
BUPROPION XL 300MG TAB ER 24H	30	3,500	X
BUPROPION XL 300MG TAB ER 24H	90	33,592	X
BUPROPION XL 300MG TAB ER 24H	500	250	
OR	OR	OR	
BUPROPION XL 300MG TAB ER 24H	1000	125	
IHS			
BUPROPION XL 150MG TAB ER 24H	30	13,100	X
BUPROPION XL 150MG TAB ER 24H	90	775	X
BUPROPION XL 150MG TAB ER 24H	500	10	
OR	OR	OR	
BUPROPION XL 150MG TAB ER 24H	1000	5	
BUPROPION XL 300MG TAB ER 24H	30	1,200	X
BUPROPION XL 300MG TAB ER 24H	90	2,800	X
BUPROPION XL 300MG TAB ER 24H	500	62	
OR	OR	OR	
BUPROPION XL 300MG TAB ER 24H	1000	31	
BoP			
BUPROPION XL 150MG TAB ER 24H	30	365	X
BUPROPION XL 150MG TAB ER 24H	90	138	X
BUPROPION XL 150MG TAB ER 24H	500	16	
OR	OR	OR	
BUPROPION XL 150MG TAB ER 24H	1000	8	

BUPROPION XL 300MG TAB ER 24H	30	23	X
BUPROPION XL 300MG TAB ER 24H	90	110	X
BUPROPION XL 300MG TAB ER 24H	500	2	
OR	OR	OR	
BUPROPION XL 300MG TAB ER 24H	1000	1	
TOTAL			
BUPROPION XL 150MG TAB ER 24H	30	155,409	X
BUPROPION XL 150MG TAB ER 24H	90	24,130	X
BUPROPION XL 150MG TAB ER 24H	500	1,768	
OR	OR	OR	
BUPROPION XL 150MG TAB ER 24H	1000	884	
BUPROPION XL 300MG TAB ER 24H	30	35,017	X
BUPROPION XL 300MG TAB ER 24H	90	53,236	X
BUPROPION XL 300MG TAB ER 24H	500	8,982	
OR	OR	OR	
BUPROPION XL 300MG TAB ER 24H	1000	4,491	