AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001		See Block 14	

6. ISSUED BY CODE SPE2DH

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

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) [X] 9A. AMENDMENT OF SOLICITATION NO. SPE2DH16R0002

9B. DATED *(SEE ITEM 11)* 2016 AUG 16

[ ] 10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (*such as changes in paying office, appropriation date, etc.*) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Attached Continuation Sheet(s).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

The subject solicitation is hereby amended as follows:

1. Pages 3 through 84 of this amendment replaces pages 2-81 of the solicitation in its entirety.

2. The point of contact(s) for this solicitation are as follows:
   Zahir Coney_Phone: 215.737.2057_Email: zahir.coney@dla.mil
   Yasmeen Turner_Phone: 215.737.5751_Email: yasmeen.turner@dla.mil

3. Disregard "SECTION B- SUPPLIES OR SERVICES AND PRICE OR COSTS" header , this is system generated and cannot be removed.

4. All other terms and conditions remain unchanged.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

Continuation of Blocks from SF 1449

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

1. Block 8

   Offer Due Date/Local Time: **August 15, 2021 at 3:00 pm EST**

2. Block 9

› Address and Submit **"mailed"** offers to:
Defense Logistics Agency
Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation Number: **SPE2DH-16-R-0002**
Opening/Closing Date and Time: **August 15, 2021 at 3:00 pm 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: **SPE2DH-16-R-0002**
Opening/Closing Date and Time: **August 15, 2021 at 3:00 pm 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.

› Transmit **"facsimile"** offers (if authorized; see "Addendum" to 52.212-1(b)) or offer modifications/ withdrawals to: (215) 737-9300, 9301, 9302 or 9303.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

* Offers submitted to any other facsimile number shall not be considered for award.

3. Block 10

NAICS CODES include but not limited to: 423450, 339112, 339113, 339114, 339115, 339116, 334516, 334510, & 339999.

4. Block 17a

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

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

5. Block 17b

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

6. Blocks 19-22

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

Medical Equipment is defined as commercial medical equipment used by medical professionals, technicians and laboratory personnel to perform a treatment, test or operation, or to provide medical care for a patient. We are soliciting for Medical Equipment, maintenance of Medical Equipment (with or without the equipment), and/or spare parts of Medical Equipment (with or without the equipment).

Along with these items, the following may be required and may be included in a vendor's product offering: training, repair parts, maintenance of the item(s) and routine installation, when applicable.

Please note the following:

1. Vendors are encouraged to include repair parts for offered medical equipment in their product offering.
2. Vendors may include consumable and non-consumable ancillary product items in their offer ONLY for those medical equipment items they are offering under this solicitation.
3. Ancillary services such as extended and turnkey installation (i.e. site preparations) are not authorized under this solicitation.
4. All medical equipment shall be supplied with two (2) copies of the vendor's commercial operation and service manuals.

See **pages 25-33** of the Statement of Work for examples of the types of Medical Equipment for which offers are being sought.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

See checklist located on **pages 58-59** for complete list of required documentation.

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

The Estimated Dollar Value and the Maximum Dollar Value for each contract will be established by the Government prior to award of a contract. Contract maximums will be established as part of discussions with each offeror; however, no single contract maximum shall exceed the program estimated value of $935M.

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

****See E-CAT Catalog Requirement pages 28-30 for the mandatory columns/headings of the Catalog Loader Template.**

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

- E-CAT prices shall be as low as or lower than prices offered to the contractor's most preferred customer for similar items and annual sales volume.

- **STANDING SOLICITATION:** This solicitation will be a standing solicitation for five years. This solicitation will be open from August 16, 2016 through August 15, 2021. The government will retrieve the proposals received from the Business Opportunities Office on an as-needed basis (at least every 2 weeks) beginning 15 days from August 16, 2016 and continuing up to and including the closing date. The intended result of this solicitation is multiple contracts covering the entire spectrum of categories of items required.

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

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

Pricing Support for Price Reasonableness Determinations: For initial contract award and for

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

any contract additions the vendor must provide other than cost or pricing data to support the price reasonableness of the offered items. The contractor will be required to submit invoices and other documentation to substantiate commercial catalog pricing, discounts, and to substantiate that prices under this contract are equal to or lower than product prices that are given to the commercial customers within similar purchasing environments.

The following clause will apply to price adjustments:

DLAD 52.216-9040 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE TWO UPWARD ADJUSTMENTS PER YEAR OPEN SEASON E-CAT SOLICITATION (MAR 2016) at **pages 14-20.**

Prices may be adjusted downward (decreased) at any time in accordance with the Economic Price Adjustment (EPA) Clause and/or the "Specials or Discounts" Provision of the applicable clause noted above. Initial Contract Year prices may be adjusted (increased) only as authorized by the Economic Price Adjustment (EPA) Clause and/or the "Specials or Discounts" Provision of the applicable EPA Clause.

Price increases are limited to the annual percentage ceiling(s) (currently listed at 10%) in the EPA Clause herein.

The second through fifth years' prices are the same as the first year prices awarded under the contract. The consecutive years' prices may be adjusted only as authorized by the applicable Economic Price Adjustment (EPA) Clause and/or the "Special or Discounts" Provision incorporated herein. The net contract unit prices for any consecutive year(s) may not exceed the highest contract unit prices that were in effect at any time during the previous Contract Year by more than the annual ceiling on upward price adjustments set forth in the EPA Clause(s).

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

CAUTION NOTICE

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

CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)

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

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

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Contract Clauses

CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) FAR is incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

ADDENDUM TO 52.212-4:

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

1. Paragraph (i), *Payment.*

Delete paragraph (i)(1) in its entirety and substitute the following:

(i) Payment. Fast payment procedures apply. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government). See 52.213-1, Fast Payment Procedure and 52.212-9001, Application of Fast Payment to Part 12 Acquisitions".

2. 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.

3. Paragraph (t), *System for Award Management.*

Add the following paragraph:

(a) Definitions.

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

"Commercial and Government Entity (CAGE) Code" means --

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the System for Award Management database" means that --

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

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

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

(4) The Government has marked the record "Active".

52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2018) FAR

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(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:

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 (Oct 2015) (**41 U.S.C. 3509**)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2016) (Pub. L. 109-282) (**31 U.S.C. 6101 note**).

__ (5) [Reserved].

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

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

X (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (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.

X (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (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 Set-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 (Nov 2016) (**15 U.S.C. 637(d)(2)** and (3)).

X (17)(i) **52.219-9**, Small Business Subcontracting Plan (Jan 2017) (**15 U.S.C. 637(d)(4)**).

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

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Nov 2016) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
X (20) **52.219-16**, Liquidated Damages --Subcon-tracting 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. 657 f).
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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (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 2018) (E.O. 13126).
X (27) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).
X (28) **52.222-26**, Equal Opportunity (Sept 2016) (E.O. 11246).
X (29) **52.222-35**, Equal Opportunity for Veterans (Oct 2015)(**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 (Feb 2016) (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 (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (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.)
X (36) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
X (37) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13
(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

X (42) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
X (43) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
X (44) **52.223-21**, Foams (Jun 2016) (E.O. 13693).
__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
__ (ii) Alternate I (JAN 2017) of 52.224-3.
__ (46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).
__ (47)(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.
__ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X (49) **52.225-13**, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
X (55) **52.232-33**, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (**31 U.S.C. 3332**).
__ (56) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
X (58) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (**5 U.S.C. 552a**).
__ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
__ (60)(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.

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

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S. C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 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).

___ (7) 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).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(b) *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 --

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 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.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (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).

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

(xxi) 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.

ADDENDUM TO 52.212-5:

The following additional clauses are set forth in full text:

252.216-7006, ORDERING (MAY 2011) DFARS

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

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

52.216-9040, ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE TWO UPWARD ADJUSTMENTS PER YEAR OPEN SEASON E-CAT SOLICITATION (MAR 2016) DLAD

(a) All price adjustments authorized or mandated by this clause are based upon changes in the Contractor's list prices and certain Federal Supply Schedule (FSS) unit prices. The clause also provides for voluntary price reductions (VPR) in the form of "specials" or "discounts".

(b) Definitions:

(1) Contract unit price: The price per unit of issue comprised of the "list price" and the applicable "discount". The contract unit price is determined by reducing the applicable list price by the appropriate discount. Proposed revised prices are loaded by the Contractor into an E-CAT file and are forwarded electronically to the Government. The Contractor shall also separately submit (in Excel spreadsheet or ACCESS database format) the additional information as required in paragraphs
(g) and (h) below in order for the Government to review and evaluate these proposed price changes. Upon the Government's determination that the offered unit prices are acceptable/fair and reasonable, the Government shall release them into the contract electronic catalog residing in the E-CAT system. (Contract unit prices, list prices, and discounts under this contract are not visible in the E-CAT System to the Contractor or any customer. The prices visible in the E-CAT system to the Contractor or any customer are the delivered unit prices which are the contract unit prices plus the DLA Troop Support administrative fee percentage (in effect at that time) charged customers ordering under this contract.)

(2) Discount: The percentage reduction off the list price proposed by the Contractor, accepted by the Government, and maintained in the contract file (not the E-CAT System) by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the Contractor's established commercial catalog/price list. (Contractors may offer larger discounts and/or reduced list prices at any time.)

(3) List price: The established catalog unit prices of the items. In order for a "list price" to meet the criteria as an established catalog price, it must meet the definition in (c)(1) below.

(4) Voluntary price reduction (VPR): See paragraph (l).

(c) Established catalog unit price.

(1) The term "established catalog unit price", as used in this clause, means a unit price that (i) is a catalog price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the Contractor.

(2) Unless otherwise specified, all reference to the terms "FSS unit price"(s) or "FSS price(s)" as used in this clause, shall be the prices appearing in the Contractor's current Federal Supply Schedule for the same items under this contract.

(d) The offeror/Contractor warrants that:

(1) the list prices and the subsequent revisions thereto are the established catalog unit prices in effect at time of award or adjustment for like quantities of the same items and

(2) any contract unit prices determined using these list prices do not include allowances for any portion of the contingency covered by this clause. The offeror/Contractor also warrants that any contract unit prices determined using FSS unit prices do not include allowances for any portion of the contingency covered by this clause.

(e) Prior to award, the Contractor must furnish:

(1) their current established catalog/price list, offered discounts, proposed contract unit prices; and

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(2) a copy of their current FSS's, FSS unit prices, and the FSS contract expiration dates applicable to items offered as well as any other information required by the Contracting Officer.

(f) Upon acceptance by the Government, the award unit prices will be established at the list prices minus the offered discounts provided the resulting contract unit prices do not exceed the current FSS unit price for the same item. Accordingly, offers are cautioned to propose discounts which, when applied to the list prices, will not exceed FSS unit prices.

(g) Downward adjustments.

(1) Downward adjustments to contract unit prices are mandated whenever there are decreases in either 1) list prices or 2) FSS unit prices when the reduction results in a revised FSS Price which is now lower than the current contract unit price. The Contractor shall promptly notify the Contracting Officer in writing of the amount and effective date of each decrease in list price and any FSS unit price reduction which results in an FSS unit price which is now lower than the current contract unit price. If the offered price decrease is based upon a reduction in list price or FSS price, the Contractor shall propose a lower contract unit price taking into consideration the benchmarks in paragraphs (g)(2) and (3) below.

The Contractor must furnish a copy of the revised catalog/price list or FSS unit price as soon as it is available. Also, for reductions in list prices, the Contractor must provide a copy of the "E-CAT file" at least 60 days, unless otherwise specified in the contract, prior to the date when the reduced list prices take effect. For reductions in FSS, the Contractor shall provide a copy of the E-CAT file at least 30 days, unless otherwise specified in the contract, prior to the date the reduced FSS unit price takes effect.

In addition to the "E-CAT file" and any other information required by the Contracting Officer, the Contractor shall also separately furnish, within the appropriate timeframe above (i.e., at least 60 days, unless otherwise specified in the contract, for a reduction in list price; at least 30 days, unless otherwise specified in the contract, for a reduction in FSS), an Excel spreadsheet or ACCESS database (in both hard copy and disc) that displays for each item with an offered decrease in contract unit price the appropriate information below:

(i) For list price or FSS changes: The item number; e.g., 0001AA.

(ii) For list price or FSS changes: The supplier (catalog); e.g., ABC Imaging, Inc.

(iii) For list price or FSS changes: The product name/nomenclature; e.g., high speed handpiece.

(iv) For list price or FSS changes: part number; HIH 2000

(v) For list price or FSS changes: The list price upon which the current contract unit price is based.

(vi) For list price or FSS changes: The applicable contract discount used as a basis for determining the current contract unit price.

(vii) For list price or FSS changes: The contract unit price currently in effect.

(viii) For list price changes: The reduced list price.

(ix) For list price or FSS changes: The applicable contract discount or larger contract discount now offered.

(x) For list price or FSS changes: The reduced contract unit price now offered.

(xi) For list price changes: The percentage decrease in list price from the list price which determined the current contract unit price to the new, lower list price.

(xii) For list price changes: The percentage change in contract unit price from the current contract unit price to the new lower contract unit price now offered.

(xiii) For FSS changes: The current FSS unit price which is about to expire and the new reduced FSS unit price which will replace it and triggered this contract unit price reduction.

(xiv) For list price changes: For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS unit price(s) for the same item.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(2) Reductions in list price(s). if the offered price decrease is based upon a reduction in the list price, the appropriate discount or larger discount now offered will be applied to each reduced list price to determine the adjusted contract unit price provided the proposed lower contract unit price does not exceed the lower of the following two benchmarks:

(i) The offered reduction in contract unit price on a percentage basis must be at least equal to the percentage reduction from the list price currently in effect under the contract to the new lower list price; i.e., the current contract unit price must, as a minimum, be reduced by the percentage decrease in list price.

(ii) The new proposed lower contract unit price shall not exceed the current FSS unit price for the same item.

(3) FSS price reductions. If the offered price decrease is based upon a reduction in the FSS price, the proposed lower contract unit price shall not exceed the following benchmark: The new proposed lower contract unit price shall not exceed the revised lower FSS price for the same item.

(4) If the proposed contract unit price exceeds the lower of the appropriate list price benchmarks (for reductions based upon reduced list prices) or the FSS price benchmark (for reductions based upon reduced FSS prices), the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a contract unit price that does not exceed the appropriate benchmarks.

(i) All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list or FSS price(s) and discount(s) which make up these price(s).

(ii) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the E-CAT system or taking the action in the last sentence below. If the proposed contract unit price does not exceed the lowest of the appropriate list price or FSS price benchmarks, it will be determined fair and reasonable.

(iii) Upon acceptance of any proposed price decreases, the Government shall modify the contract electronic catalog residing in the E-CAT System to include the reduced Contract unit prices. These reduced Contract unit prices shall apply to those items ordered on or after the date when these prices appear in the contract electronic catalog residing in the E-CAT system. (Revisions will not be added to the electronic catalog prior to date they take effect).

(iv) If the Contractor fails to notify the Contracting Officer of any list price or FSS price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established list or FSS prices.

(h) Upward Adjustments.

(1) The Contractor is authorized to submit a maximum of two requests for upward adjustment for each contract year. Each request for upward price adjustment must be based upon increases in list prices only. They may be submitted from, for the first contract year, 30 days after award to sixty days prior to the end of that year and, for each subsequent contract year, from 30 days after the anniversary date of the contract award to 60 days prior to the end of each contract year. The Contractor shall propose a contract unit price taking into consideration the benchmarks in paragraph (g)(2). The request shall include a copy of the revised catalog/price list, the "E-CAT file" and the following for each item with a proposed increase in contract unit price:

(i) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.

(B) The supplier(catalog); e.g., ABC Dental, Inc.

(C) The product name/nomenclature; e.g., high speed handpiece.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(D) The part number; e.g., HIH2000.
(E) For the initial year, the list price that determined the award unit price, the applicable contract discount, and the award unit price. For all subsequent contract years, the list price that determined the highest contract unit price that was in effect at any time during the preceding contract year, the applicable discount, and the highest contract unit price that was in effect during the preceding contract year.
(F) The increased list price and its effective date, the applicable contract discount or larger contract discount now offered, and the proposed higher contract unit price.
(G) For the initial year, the percentage change from the list price that determined the award unit price to the new higher list price. For all subsequent contract years, the percentage change from the list price that determined the highest contract unit price that was in effect at any time during the preceding contract year to the new higher list price.
(H) For the initial year, the percentage change from the award unit price to the new higher proposed contract unit price. for all subsequent contract years, the percentage change from the highest contract unit price that was in effect at any time during the preceding contract year to the new higher proposed contract unit price.
(I) For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS unit price(s) for the same item.
(J) Any other information required by the Contracting Officer.

(2) Benchmarks. If any list price increases, and the increase is authorized under this clause, the Contract unit prices for any corresponding items ordered after the increase takes effect in the E-CAT system shall be determined using the increased list price and either the applicable discount originally awarded or any larger discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lowest of the following three benchmarks:

(i) For the initial year of the contract, the proposed increase in contract unit price on a percentage basis cannot exceed the percentage increase from the list price that determined the award unit price to the new higher list price. For all subsequent contract years, the proposed increase in contract unit price on a percentage basis cannot exceed the percentage increase from the list price that determined the highest contract unit price that was in effect at any time during the preceding contract year to the new higher list price.
(ii) Any proposed higher contract unit price shall not exceed the current FSS unit price for the same item.
(iii) Any proposed higher contract unit prices are subject to the following limitations:
(A) For the initial contract year, contract unit price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher contract unit price cannot exceed the award unit price plus the annual ceiling).
(B) For all subsequent contract years, contract unit price increases shall be limited to the following annual ceiling(s) applied to the highest contract unit price in effect during the preceding contract year for the same item (i.e., any proposed higher contract unit price cannot exceed the highest contract unit price in effect during the preceding contract year plus the annual ceiling.)
Annual ceiling, all items: 10%
There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract electronic catalog residing in the E-CAT System to include the increased contract unit prices. Upward price adjustments shall be effective once they appear in the contract electronic catalog

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

residing in the E-CAT system. These updates will take place within 60 days after receipt of the Contractor's request for upward price adjustment (or at the same time the increased list price takes effect, whichever is later) unless the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed contract unit price exceeds the lowest of the three benchmarks above).

(i) In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a contract unit price that does not exceed the lowest of the three benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing and forward an E-CAT file which includes the agreed-to price(s). (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract electronic catalog residing in the E-CAT system to include the increased contract unit prices.

(ii) If the Contracting Officer and the Contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the catalog in the E-CAT System. (This procedure applies to only those items whose prices the Contracting Officer is unable to determine fair and reasonable within the 60-day period the Government has to evaluate prices and update the E-CAT System. The remainder of the items whose price increases are determined fair and reasonable, shall be entered into the E-CAT system within the prescribed period.) In addition, the Contracting Officer may also, at any time, remove any item from the catalog in the E-CAT System that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the Contractor are unable to agree upon a reduced price) and notify customers accordingly.

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(iii). In such cases the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in contract unit price that exceeds the ceiling. The Contracting Officer may approve the request on a one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower contract unit price, or delete the item(s) from the contract electronic catalog residing in the E-CAT system. In no case may the increase in Contract Unit Price exceed the ceiling without written authorization from the Contracting Officer. Also, no increase will be authorized that results in a contract unit price that exceeds the other benchmarks.

(5) Any increased list prices shall not be used to compute contract unit prices for delivery orders issued before the date the adjusted contract unit prices take effect under the contract (i.e., the date they appear in the contract electronic catalog residing in the E-CAT system).

(6) If the Contracting Officer removes items from the E-CAT system for price unreasonableness (see (g)(4) and (h)(3)and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered in accordance with the contract delivery schedule and the Government shall pay for such items at the contract unit price in effect at the time of the order.

(b) If the Contracting Officer at any time has any reason to believe that the established list price has been discontinued, the basis for the list price has been substantially altered, or that the item no longer meets the criteria to qualify as an established catalog priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this clause. The Contract shall be modified to incorporate the substitute and its effective date.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(c) Pricing actions pursuant to paragraph (c) entitled "Changes" of Federal Acquisition Regulation (FAR) clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.
(d) Pending approval of any proposed price changes and revision of the contract unit prices in the contract electronic catalog residing in the E-CAT System, payment shall be made at the contract unit prices in effect at the time of order.
(e) Voluntary price reductions (VPR):
(1) A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The Contractor shall notify the Contracting Officer when the VPR takes effect, which items are items included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the contract unit price(s) in effect at that time.
(2) If a list price (or FSS Unit Price) decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a contract unit price increase based upon an increased list price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted contract unit prices, as calculated in accordance with this clause as if no VPR had been in effect.

(End of Clause)

52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

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

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

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

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

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

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and ineligible for award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MATERIAL (If None, Insert "None.") ACT

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

52.233-9001, DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

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

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

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

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

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation (JAN 2017) FARS
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011) FAR
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014) FAR
252.204-7003	Control of Government Personnel Work Product (APR 1992) DFARS
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (OCT 2015) DFARS
52.211-17	Delivery of Excess Quantities (SEP 1989) FAR
52.213-1	Fast Payment Procedure (MAY 2006) FAR
52.215-14	Integrity of Unit Prices (OCT 2010) FAR
52.217-2	Cancellation under Multiyear Contracts (OCT 1997) FAR
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2017) DFARS
252.222-7007	Representation Regarding Combatting Trafficking in Persons (JAN 2015) DFARS
52.232-11	Extras (APR 1984) FAR
52.232-17	Interest (MAY 2014) FAR
52.232-39	Unenforceability of Unauthorized Obligation (JUN 2013) FAR
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop Work Order (AUG 1989) FAR
252.243-7001	Pricing of Contract Modifications (DEC1991) DFARS
52.246-2	Inspection of Supplies - Fixed-Price (AUG 1996) FAR
252.246-7000	Material Inspection and Receiving Report (MAR 2008) DFARS
52.247-34	F.O.B. Destination (NOV 1991) FAR

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

STATEMENT OF WORK

I. GENERAL INFORMATION

A. OVERVIEW

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

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

3. This solicitation will be a standing solicitation for five years. This solicitation will be open from **August 16, 2016 through August 15, 2021.** The government will retrieve the proposals received from the Business Opportunities Office on an as-needed basis (at least every 2 weeks) beginning 15 days from August 16, 2016 and continuing up to and including the closing date.

B. CUSTOMERS

1. This contract will be used to support DoD and federally-funded non-DoD CONUS and OCONUS customers as well as DLA Troop Support, acting as the customer. The catalog items available under the resultant contracts will be accessed by authorized ordering locations worldwide. The Government reserves the right to add or delete ordering facilities anytime during the contract period.

2. CONUS customers are defined as those locations within the 48 contiguous United States and the District of Columbia. OCONUS customers are defined as those locations outside the contiguous United States, and include Alaska, Hawaii, Puerto Rico and the Pacific, European and Caribbean regions.

C. ELECTRONIC CATALOG SYSTEM (E-CAT)

DLA Troop Support shall operate and manage the DLA Electronic Catalog System (E-CAT). All catalog updates, changes, or deletions will be processed by the DLA Troop Support Contracting Officer in accordance with DLA Troop Support Medical SOP ECAT.01.

D. STANDARDIZATION EFFORTS:

During the course of a contract, contractors may be asked to participate in standardization efforts that are initiated by the Defense Health Agency (DHA) Medical Logistics (MEDLOG) Division, Medical Materiel Enterprise Standardization Office (MMESO) and the Defense Logistics Agency (DLA) Troop Support. These efforts may include "Requests

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

for Information" (RFI), which may result in the establishment of a "Quality Supplier List" (QSL). Once the QSL is established a "Request for Quotations" (RFQ) may be issued to all on the list to enter into an "Incentive Agreement" (IA). The term for the Incentive Agreement could be for 5 to 10 years. The Incentive Agreement selectee will be established

as the preferred/standardized product. Competing QSL products will continue to be available on ECAT.

II. BASIC REQUIREMENTS

A. ELECTRONIC CATALOG SYSTEM (E-CAT)

1. The contractor agrees to use the E-CAT system to display its catalog for items available to all authorized users ("Authorized Users" are defined as agencies with either a ".GOV" or ". MIL" Internet address).

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

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

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

5. Refurbished or used products will not be accepted.

6. In order to support the majority of our customers' requirements we are encouraging offerors to submit their entire commercial product lines. If an offeror currently supports Deployable Medical System (DEPMEDS) items and they are part of their commercial catalog, they are encouraged to submit these with their offer.

7. In the event that DEPMEDS items are offered, the orders may require special markings, such as the National Stock Number (NSN) and Transportation Control Number (TCN).

The items within scope of this are commercial medical equipment used by medical professionals, technicians and laboratory personnel to perform a treatment, test or operation, or to provide medical care for a patient.

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

1. Hospital Supply Division Equipment
   a. Examination tables/surgical tables
   b. Hospital beds/chairs/stretchers
   c. Laboratory analyzers
   d. Repair parts for medical equipment
   e. Litters
   f. Sterilizers

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

g. Medical refrigerators and other medical storage systems
h. Ophthalmic equipment
i. Dental equipment
j. Medical simulation equipment

2. Capital Equipment Division Equipment

a. Pulse oximeters
b. Aspirators
c. Infusion pumps
d. Suction apparatus
e. Resuscitators
f. Medical lasers
g. Dental X-Ray systems (Digital), including Cone Beam systems
h. Robotic surgery systems

Along with these items, the following may be required and may be included in a vendor's product offering: training, repair parts, maintenance of the item(s) and routine installation, when applicable.

Please note the following:

1. Vendors are encouraged to include repair parts for offered medical equipment in their product offering.
2. Vendors may include consumable and non-consumable ancillary product items in their offer ONLY for those medical equipment items they are offering under this solicitation.
3. Ancillary services such as extended and turnkey installation (i.e. site preparations) are not authorized under this solicitation.
4. All medical equipment shall be supplied with two (2) copies of the vendor's commercial operation and service manuals.

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

1. All Radiology and Imaging systems including, but not limited to, fixed DR X-ray, portable DR X-Ray, mobile X-Ray, Radiographic X-Ray, Radiographic/Fluoroscopic X-Ray (RF), Digital RF, Computed Radiography (CR), C-Arms, Special Procedures Room (enhanced RF), Angiography, Cardiac Cath Labs, Computed Tomography (CT), Positron Emission Tomography (PET)-CT, Magnetic Resonance (MR), MR-PET, Ultrasound, Nuclear Medicine, Urological X-Ray, Workstations, Radiology Glassware, Magnetoencephalography (MEG), Cyclotrons and Mammography.
2. Radiation Oncology (Radiation Therapy), Lithotriptor systems, Radiology PACS including PACS software, equipment and maintenance of Radiology PACS, Patient Monitoring, Defibrillators, Ventilators, Anesthesia apparatus, and Electrocardiographs.
3. Furniture items excluded from this solicitation include, but are not limited to: Patient hospital room furniture, modular furniture systems, nurse's stations, credenzas, hutches, night tables, armoires, etc.
4. Pharmacy Automation Systems and Integrated Operating Room Equipment (IOR).
5. Medsurg sets/kits, standalone surgical instruments, bandages, gowns, etc…that are not directly

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

associated with or part of an equipment item or system are excluded.

B. E-CAT CATALOG REQUIREMENTS

1. The contractor shall submit and maintain a Product Catalog(s) listing all items available to the customers' ordering under this contract. The submission of the data shall be by E-CAT Catalog Loader Template (Excel format), as follows:

a. Catalog Requirements - The format for importing data into the E-CAT catalog is an Excel Spreadsheet that includes the mandatory data elements listed below. These data elements describe each item and each set of data elements (for each item) is one line in the file. The field types are alpha (A), alphanumeric (AN) or numeric (9). The lengths given are maximum lengths for a particular field. The fields do not need to be padded with any character to fill the field to its maximum length. Numeric fields (e.g. Price) described like
9, 2 or 8, 3 or 5, 2 etc. (m, n) have a total of m numeric digits with n of those coming after the decimal point. Each data element would represent a column in the spreadsheet. No formulas are to be embedded into the catalog submission. Submit one (1) Excel file for each catalog submission. For example, if you are submitting a CONUS and OCONUS catalog, submit two (2) Excel files. Listed below are the mandatory fields required in the Excel spreadsheet (also highlighted in yellow in the spreadsheet):

Part Number
Manufacturer Part
Number Unit of Sale Code
Items Per Unit of Sale
Quantity Unit Price
Lead Time Days
Product Name
Product Description
Manufacturer Name
Product Type Code
Hazardous Indicator
Controlled Indicator
Cold Chain Indicator
Minimum Order
Quantity Multiple Order
Quantity

b. Part Number, Manufacturer Part Number, Unit of Sale Code, and Items per Unit of Sale are used as the Item Identifiers in the catalog. These four fields combined shall form a unique product line item ID, unable to be duplicated.

c. Hazardous Indicator attribute will be defined as items that have been determined to be hazardous under Federal Standard 313. This attribute is a logical field in the E-CAT application, and contractors are mandated to populate this attribute with a "Y" for any items that are classified as hazardous material.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

d. Controlled Indicator attribute will be defined as items that have been designated as a controlled substance by the DEA. This attribute is a logical field in the E-CAT application, and contractors are mandated to provide population of this attribute with a "Y" value for any controlled substance item. Since the Medical Equipment ECAT Program does not deal with controlled substances, this field should be filled out with an "N" value.

e. Cold Chain Indicator attribute is a mandatory field. This attribute is a logical field in the E-CAT application, and contractors are mandated to provide population of this attribute with a "Y" value for any product that requires refrigeration. If the Cold Chain Indicator field is populated with a "Y" value, then the Cold Chain Code attribute also becomes a mandatory field.

f. Using the attributes cited above, the contractor will populate its catalog submissions with appropriate designations. Although not required, the following fields are available for input and recommended if applicable:

i. Alternate Product Identifiers, such as Universal product number, National Stock Number, National Drug Code, and GTIN
ii. Volume Discounts

2. The catalog requirements, along with the schema, are attached for a breakdown of what is required in each field. Any additional or clarifying information is encouraged to assist customers in identifying products. The catalog loader spreadsheet opens to the second tab, "Schema," so that you can review the field attributes. Again note that the mandatory fields are highlighted in yellow. The first tab, "Catalog," contains the header information for the catalog fields. The corresponding vendor catalog data would be recorded under the appropriate headers. The third tab is the "Unit of Measure Codes." The fourth tab contains "Packing Examples." The fifth and final tab lists the "Country of Origin" codes.

3. For the most current guidelines to submit catalog additions, changes or deletions, refer to https://www.medical.dla.mil/Portal/ under the ECAT tab, and click on "Catalog Loader Template" on the left side of the screen under the subheading "Info For Suppliers." Any future updates to the E-CAT catalog requirements will be listed on the website.

C. CATALOG ADDITIONS, DELETIONS, AND CHANGES

1. Requests for catalog additions shall be submitted to the Contracting Officer. The contractor may request additions on a quarterly basis. Prior to adding a new item, the Contracting Officer must determine the vendor's price fair and reasonable by: 1) verifying its list price for the item(s) being added, 2) comparing the proposed E-CAT price to VA FSS, GSA, DAPA or other Government or commercial pricing; it may also require other than cost or pricing data such as invoices. When requesting the addition of a new item, the contractor must submit a file to the Contracting Officer that contains the same information for the new product required under paragraph B.1.a. above. The file must also include the list price, and associated discount percentage or discount code for the item.

2. The vendor will be given a reasonable amount of time to add a requested item

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(s) or product line(s) to its E-CAT catalog. If the firm is unwilling or unable to add the requested item(s) or product line (s) within 30 days, it shall notify the Government, in writing, of its intent not to add the requested product(s). These requests are in response to the Product Sourcing Request (PSR) Program.

3. Items determined by the Contracting Officer to not be fair and reasonable will not be added to the E-CAT catalog.

4. Item deletions may be requested at any time by sending the Contracting Officer a spreadsheet containing the Part Number, Manufacturer Part Number, Unit of Sale Code, and Items per Unit of Sale Quantity.

5. Changes to a field, other than price, must be handled as a two-step process. The vendor must submit a request to delete the item and then submit a separate request to add the item containing the new information.

6. The Contracting Officer must be able to verify a vendor's bona fide commercial list prices in order to determine price reasonableness. The Contracting Officer and/or the Acquisition Specialist must be granted access to the vendor's electronic on-line catalog, if available, in order to validate the commercial list price(s).

7. Vendors may be asked to participate in Product Standardization efforts.

III. CONTRACT PRICING

A. All prices shall be FOB Destination and fixed at time of contract award for a five-year period, unless otherwise specified. The vendor may elect to hold its prices firm from one contract period to another. It is the responsibility of the contractor to pass all price decreases through E-CAT to any user of the E-CAT system throughout the year. Additionally, it is the responsibility of the contractor to ensure that the unit price of the item matches the contractor's offered price prior to acknowledgement of an order.

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

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

D. Special or Discounts - Contractors may offer "specials" or "discounts" at any time during the term of the contract. Once the "special" or "discount" period expires, it is the responsibility of the vendor to inform the Acquisition Specialist to revert pricing back to the original contract price.

E. Trade-In Policy - Contractors may offer "trade-ins" of existing equipment at any time during the term of the contract. These trade-ins will be advertised to our customers. If our customer has an item to trade-in, either DLA Troop Support and/or the customer will contract the contractor to determine the terms and conditions of the trade-in at time of inquiry. If the contractor offers a trade-in under the existing contract, the terms and conditions of the trade-in must be forwarded

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to the Contracting Officer. The letter (or quote) must state at a minimum the Model Number of the trade-in and the dollar credit for the trade-in towards the purchase of the new equipment. The letter (or quote) must be signed by the Contractor.

IV. ORDERING/CONFIRMATION/DELIVERY

A. ORDERING/CONFIRMATION

1. The contractor shall accept individual delivery orders on a daily basis from the authorized ordering facilities.

2. The contractor shall provide an electronic "order confirmation" which confirms orders at the line item level to the ordering facility within twenty-four (24) hours following transmission of the order. Orders received on Friday, Saturday, Sunday, or Federal holidays shall be acknowledged on the next business day.

3. The contractor shall provide an electronic order acknowledgment, which confirms orders at the line item level to the ordering facility within 72 hours for Long Lead Time Products. Order acknowledgements are to be transmitted during normal business hours, Monday through Friday, excluding Federal Holidays. Any orders received after 5:00pm contractor's local time shall be treated as order received the next business day.

4. All orders issued against the resultant contract are "fill or kill". The vendor must be able to satisfy the total quantity requirement for the line item within the lead-time as specified in this
Statement of Work. If the vendor cannot fill the entire quantity for the line item, it must be rejected (killed).

5. Once an E-CAT order or line item is rejected, the vendor MAY NOT make shipments against the affected order or line item. If shipment is made, the vendor will not be paid for the product and will be responsible for any shipping and handling cost.

6. The vendor should not confirm any orders it cannot deliver within the contractual timeframes set forth in paragraph B. below.

B. DELIVERY

1. All shipments are FOB Destination. All confirmed orders must be directly delivered to CONUS and the following OCONUS sites: Hawaii, Alaska and Puerto Rico. CONUS is comprised of the 48 contiguous states including the District of Columbia. Separate pricing may be offered for CONUS and direct OCONUS: Hawaii, Alaska and Puerto Rico. All other OCONUS shipments will be shipped to a CONUS location as stated on the order. Typically, shipments for OCONUS, other than Hawaii, Alaska and Puerto Rico, would be shipped to a consolidation point listed in paragraph three below. In some cases, military transportation may be utilized for overseas ordering sites. Currently, there are three countries where military transportation must be used; Cuba, Oman and Korea. Military transportation could also be utilized to support deployed units. In the instances where military transportation is used,

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

delivery will be made directly to the CONUS military address cited. Shipments to a CONUS consolidation point or a CONUS military address will be required to be shipped in accordance with the CONUS timeframes outlined in Paragraph 2 below. Under Preservation, Packaging, packing labeling and marking Requirements its list the potential ordering facilities in the OCONUS regions. Contractors can offer separate pricing for CONUS and each OCONUS Region.

2. Direct deliveries shall be made between the hours of 8:00am and 4:00pm local time of the receiving facility, Monday through Friday, excluding federal holidays and weekends. The contractor shall make delivery based on item designation as described below:

   a. General Products - shall be delivered to the designated CONUS location stated in the order within 72 hours after confirmation of the order. The contractor shall deliver to the OCONUS ordering facility located in Hawaii, Alaska and Puerto Rico, within 10 calendar days after confirmation of the order.

   b. Special Order Items - shall be delivered to the designated CONUS location stated in the order within 15 calendar days after confirmation of the order. The contractor shall deliver to the OCONUS ordering facility located in Hawaii, Alaska and Puerto Rico, within 25 calendar days after confirmation of the order.

   c. Extended Lead Time Products - shall be delivered to the designated CONUS location stated in the order and the OCONUS ordering facility located in Hawaii, Alaska and Puerto Rico, within the quoted lead times listed in E-CAT at the time of order receipt.

3. Delivery Requirements when shipping to a consolidation point for overseas customers.

   These requirements shall be applicable to ALL commercial OCONUS shipments to one of the following: CCP (Container Consolidation Point), APO (Aerial Port of Embarkation), or CFS (Container Freight Station).

   a. Typically, orders for overseas will be shipped to a CONUS consolidation point. The consolidation points that will be used are the Defense Depots located in New Cumberland, PA (Susquehanna) and Tracy, CA (San Joaquin); the Cross Docks located in Baltimore, MD and Ontario, CA; or McGuire AFB and Travis AFB for OCONUS Premium Transportation/Hazardous.

   b. An OCONUS shipment shall have a completed military shipping label (MSL) affixed to each container/package.

   c. For all orders using a consolidation point, the MSL on each container/package shall include the Ship to and Mark For Addresses. The TCN (i.e. N615640345B001XXX) will be provided on the order in the Mark For information. There will also be a Mark For DoD Activity Address Code (DoDAAC) on the order to be used as the Mark For address. Without a DoDAAC, a shipment may end up as frustrated cargo, especially at a transshipment point. The "Ship To" address is the transshipment point. The "MARK FOR" entry is required to identify the ultimate destination.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

V. INVOICING

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

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

C. Fast Pay Procedures DO NOT APPLY to the following Army Medical Materiel Management Agreement (AMMA) Customers:

DoDAAC	
W45MXE	W2DN BROOKE ARMY MED CTR HOSPITAL SUPPLY ACCOUNT 3851 ROGER BROOKE DRIVE BLDG 3600 JBSA FORT SAM HOUSTON TX 78234-6200
W33BRA	W2L3 MEDDAC MED SUPPLY ACCT BLDG 9222 BASS ROAD FORT BENNING GA 31905-6006
W51HVA	W2P1 USA MEDDAC FT CARSON US ARMY MEDICAL DEPT ACTIVITY 7500 COCHRANE CIR FORT CARSON CO 80913-5207
W16BFB	W4U2 USA MEDDAC FT DRUM MED SUP ACCT LOG DIV BLDG P11050B MT BELVEDERE BLVD FORT DRUM NY 13602-5004
W34GNC	W2L8 USA MEDDAC FT CAMPBELL BLANCHFIELD ARMY COMM HOSP 2434 20TH STREET FORT CAMPBELL KY 42223-5349
W45NQ8	W2M5 MEDDAC MED SUPPLY ACCT MEDICAL SUPPLY OFFICER DACH BLDG 36000 RM 0002 FORT HOOD TX 76544-5063
W22PEZ	W2LA MEDDAC SPLY ACCT FT KNOX 289 IRELAND AVENUE BLDG 851 FORT KNOX KY 40121-5520
W68MX4	W0Q1 MADIGAN ARMY MED CTR MEDICAL SUPPLY ACCT BLDG 9665 SEC 1 FORT LEWIS WA 98433-5000
W91R2L	W05J USA MED MATERIEL AGCY OPERATION ENDURING FREEDOM

DoDAAC	
W42NU3	W2NK MEDDAC MED SUPPLY ACCT 7606 VIRGINIA AVENUE BLDG 4372 FORT POLK LA 71459-5110
W55CWA	W2P0 USA MEDDAC FT RILEY 600 CAISSON HILL RD CL VIII FORT RILEY KS 66442-5037
W44DQ6	W2NV USA MEDDAC FT SILL INSTALLATION MEDICAL SUPPLY ACCT 3009 NW WILSON ST FORT SILL OK 73503-9042
W33DME	W2MS USA MEDDAC FT STEWART BLDG P 302 1061 HARMON AVENUE FORT STEWART GA 31314-5674
W36N0P	W2L6 WOMACK ARMY MED CTR WOMACK ARMY MEDICAL CTR BLDG 2817 REILLY ROAD FORT BRAGG NC 28310-5000
W45PEA	W0Q3 BEAUMONT ARMY MED CTR BIGGS ARMY AIRFIELD 11156 EDWARDS STREET FORT BLISS TX 79918-8006
WX3JN7	W0TC TRIPLER ARMY MED CTR ACCOUNTABLE OFFICER BLDG 161 KRUKOWSKI RD TRIPLER AMC HI 96859-5000
WT4J8S	W6R1 USA MED MATERIEL CTR KORE BLDG 709 CAMP CARROLL WAEGWAN KR 718800 KOREA, SOUTH
WK4FV1	W0CC USA MED MAT CTR EUR RECEIVING BLDG 4171

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

AL SAYLIYAH
DOHA QA
QATAR

HUSTERHOEH KASERNE
PIRMASENS DE 66953
GERMANY

VI. ELECTRONIC COMMERCE REQUIREMENTS

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

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

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

2. Contractors must have an Internet connection and Web Browser (Internet Explorer 10.0 or better is required).

3. The contractor shall submit **one invoice or multiple invoices per delivery order** through the Supplier Order Management link. In using this option, the contractor is required to verify that the invoice amount displayed in ECAT is correct, input an invoice number and click the submit button. ECAT will ensure the detailed invoice is generated and sent to DFAS. Payment will be made in 15 days after receipt of a valid invoice. Payment will be made via Electronic Funds Transfer (EFT) to the contractor's financial institution.

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

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

B. **Electronic Data Interchange (EDI) Requirements** - The ECAT system employs the American National Standards Institute (ANSI) X12 EDI standards to facilitate electronic commerce (EC). If a contractor chooses to implement using EDI, at the time of award all transactions shall comply

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

with ANSI X12 release 4010. The contractor's VAN support must use priority processing of all EDI transactions 24 hours a day, 7 days a week. The EDI Guide is located at https://www.medical.dla.mil/Portal/ under the ECAT tab (subheading "Info for Suppliers").

1. The offeror shall demonstrate the ability to use ANSI X12 EC/EDI 4010 standards in the following areas:

   - 850 Purchase Order
   - 855 Purchase Order Acknowledgement
   - 810 Invoice
   - 856 Receiving Report
   - 857 Invoice/Receiving Report Combo*
   - 977 Functional Acknowledgement

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

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

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

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

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

4. Any contractor that chooses EDI implementation shall also be required to use Supplier

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Order Management to back up EDI failures, down time, resolve invoice rejections, or other EDI problems.

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

5. The contractor shall electronically submit **one invoice or multiple invoices per delivery order** to the payment office cited in the contract. The contractor shall cite the assigned delivery order number consisting of 17 alpha/numeric characters, e.g. SPM20099D9635AA01, in its entirely on the electronic invoice. The Government shall pay the contractor in 15 days after receipt of a valid invoice. Payment will be made via electronic funds transfer (EFT) to the contractor's financial institution. Although the Government will assist in resolving invoicing problems, the Government will not be responsible for invoices submitted in error or not according to protocol.

The contractor shall successfully complete all required EDI testing with DLA Troop Support before award of any resultant contract. However, the contractor has the option of using Supply Order Management prior to completion of EDI Testing.

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

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

Once a Trading Partner relationship has been created, contact Ron Vidovich by phone at (215) 737-7503, or email at ronald.vidovich.ctr@dla.mil, to arrange for testing the EDI 850 and 855 transaction sets.

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

D. Electronic Catalog Submission and Electronic Commerce (EC) Testing - The contractor must submit their entire electronic catalog with the mandatory fields populated before award of the contract. The Government reserves the right to reject any proposal if it determined that the contractor is not progressing in providing an electronic catalog or completing the required EC testing.

VII. CUSTOMER SERVICE REQUIREMENTS

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

A. Inspection and acceptance of all supplies should be performed at the receiving facility within 24 hours of the material being received by an authorized receiving facility representative. The disposition of any discrepancies shall be as agreed upon by the receiving facility and the contractor. If a resolution cannot be reached, DLA Troop Support may intervene for assistance.

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

C. The contractor shall adhere to all FDA regulations for product recall notifications. The contractor shall have the ability to provide product recall notification to the ordering facility(ies) that have received affected product and to DLA Troop Support. Product recall notification must be made within 48 hours, in all cases, of notification by the manufacturer or its supplier/distributor.

D. RETURN OF GOODS POLICY: The returns of goods shall be consistent with the contractor's normal return policy, if provided. If a Return of Goods Policy is not provided, the contractor shall accept returns of goods under the following conditions:

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

E. RESTOCKING POLICY: Vendors shall provide the company's restocking charge policy, to include restocking charges, if any. Restocking fees are not acceptable unless the vendor submits a rationale for these charges that substantiates them as fair and reasonable and which can be approved by the Contracting Officer.

F. Credits issued for goods returned or recalled will be handled as follows:

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

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Officer.

2. In the event either the participating facility (ies) or the contractor fails to liquidate the credit account, described in either paragraph above, the contractor shall pay interest to the participating facility's credit account, commencing on the 100th day, at the Renegotiation Act (PL 92-14) interest rates in effect on any outstanding credit balance; after 91 days interest becomes due to the Treasury if not liquidated. Checks are payable to the United States Treasury. Credits issued for goods returned or recalled will be handled by DLA Troop Support further notice.

G. The shipping label must contain the contract number and delivery order number as well the entire address including the "Mark For" Address and the "Mark For" Text. In accordance with DLAD clause 52.211-9010 contained in this solicitation, appropriate bar codes need to be affixed to the packing list.

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

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

J. The vendor shall provide all Materiel Safety Data Sheets (MSDS) and Hazardous Warning Labels (HWL's) for applicable items. All MSDS's shall be provided to the ordering facilities' designated recipient with the initial order of hazardous items. Additional MSDS sheets shall be provided if they are requested by the ordering facilities' designated recipient with the next order of hazardous items. The vendor shall also assure that all hazardous material is labeled correctly.

NOTE: Hazardous Material includes any material defined as hazardous under Federal Standard 313. MSDS's must meet the requirement of 29 CFR 1910-1200(g) and the Fed-Std 313. Labeling shall be in accordance with one of the following regulations as applicable:

(1) Federal Insecticide, Fungicide, and Rodenticide Act.
(2) Federal Food, Drug, and Cosmetics Act
(3) Consumer Product Safety Act
(4) Federal Hazardous Substances Act
(5) Federal Alcohol Administration Act, or if the material is not subject to one of the above acts
(6) Hazard Communications Standard 29 CFR 1910-1200

K. To assure that all receiving activities can properly identify items requiring special handling and storage, the contractor shall annotate its packing list with the following notation: "Requires Special Handling And/Or Storage." Examples of the special handling and storage

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statements include the following: "Store Between 2 degrees and 8 Degrees C (35 degrees-46 degrees F)," "Keep Frozen," or "Flammable".

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

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

VIII. MINIMUM SURGE REQUIREMENTS

A. DLA Troop Support intends to partner with the contractors in supporting deploying units. This contract shall be used as a vehicle for the rapid acquisition of essential Medical Equipment supplemental supplies to respond to DoD wartime, contingency or humanitarian operations.

B. Surge as used in this solicitation is the ability of the industrial base to meet accelerated delivery requirements with existing industrial base capabilities across the spectrum of contingencies. This includes both the capability to ramp-up quickly to meet early requirements as well as to sustain this increased pace throughout the conflict. Recognizing the unique requirements of the DoD and its national security roles, those contractors offering items required to support surge requirements will be requested to participate when the actual requirements become known. If the requirements are known at the time of award this will be negotiated prior to the award of the contract.

IX. SPECIAL TERMS AND CONDITIONS

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

Fill Rate:

The contractor shall maintain a 98% fill rate for "Long Lead Time Products" items and a 98% monthly fill-rate for "General Order" and "Special Order" items for the ordering site. Companies unable to comply with the requirements of the fill rate may be suspended from E-CAT until such time as they can demonstrate that they will meet the fill rate requirements of the contracts.

1. General Order and Special Order Products shall be furnished on a "Fill or Kill" basis. Fill or Kill is defined as follows: if an order for a line item cannot be filled by the Contractor, when ordered, the request for that particular line item will be automatically "killed" or cancelled. No substitution of items is authorized under this contract. If an item is not presently available but the Contractor has a firm date of when the item will be made available, the contractor is to communicate this to the customer prior to killing the order. If the customer accepts the revised delivery date, the order shall be "filled". The Fill Rate calculation is:

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

X. PRESERVATION, PACKAGING, PACKING, LABELING AND MARKING (PPPL&M)

A. General instructions:

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

2. Labeling and shipping instructions specified in Section XIX shall apply to OCONUS shipments when specifically stated in the delivery order.

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

B. Preservation, packaging, and packing:

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

2. For <u>non-hazardous</u> items, preservation, packaging, and packing shall be in accordance with ASTM D 3951 (Standard Practice for Commercial Packaging) and as specified herein.

3. For <u>hazardous</u> items, preservation, packaging, and packing shall comply with applicable regulations and as specified herein.

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

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

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

2. All WPM acquired by the Department of Defense (DoD) must meet requirements of

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

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

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

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

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

D. Labeling and marking:

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

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

3. For all items requiring special handling (i.e. hazardous, perishable, and sensitive material) labeling and marking shall be in accordance with applicable regulatory requirements and as specified herein.

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

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

6. Applicable to all Medical items. The product number is the number assigned to the item by

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

the supplier/manufacturer and may be any number which the supplier/manufacturer uses to identify the product, e.g., National Stock Number (NSN), UPN, NDC, catalog number, etc.

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

E. Packing list:

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

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

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

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

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

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

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

   c. Example:

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

FH123400001234

6530001234567

S9HPG00001A00000145

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

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

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

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

1. Commercial label:

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

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

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

FROM: CONTRACTOR'S NAME AND ADDRESS

TO: DESTINATION ADDRESS

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

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

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

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

2. Military shipping label (MSL):

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

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

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

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

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

Transportation Control Number
(TCN) Contractor/vendor name and
address Ship to address
Mark for address, when
applicable Date shipped, weight,
cube
Additional information as specified in the contract or order

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

1st bar code: TCN (in the absence of a TCN, the delivery order number)
2nd bar code: Piece number - Do not left zero-fill
3rd bar code: DoDAAC for the ultimate consignee/mark for consignee

Example:

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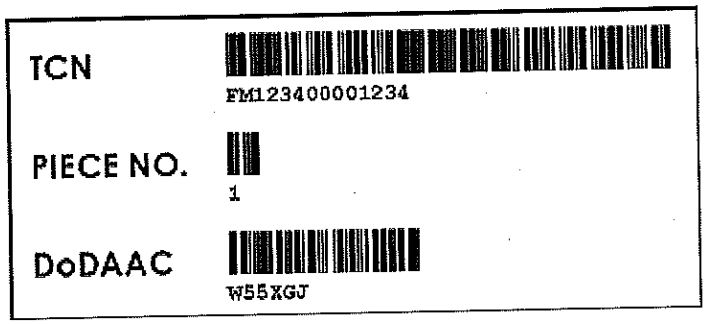
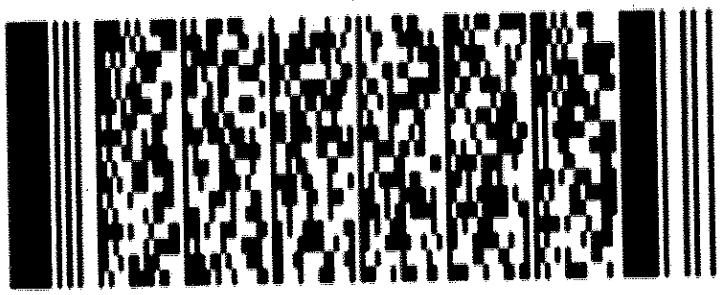
SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

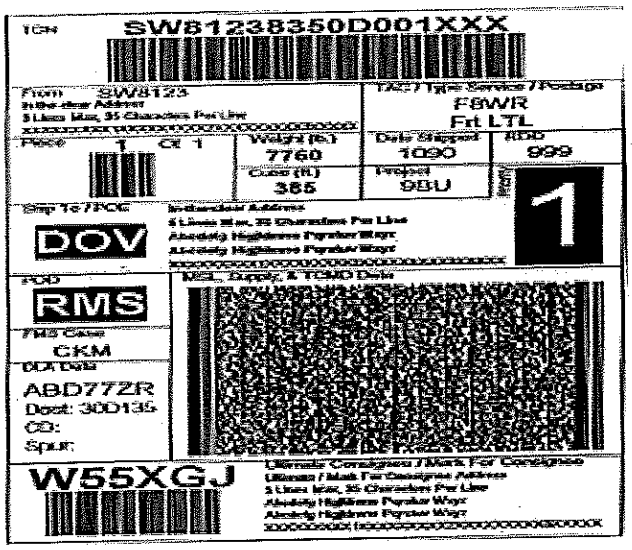


(c) 2D bar code. The 2D bar code shall include the Document (Requisition) Number; the National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number), S9M, 2-position unit of issue, 5-position leave zero-filled quantity, condition code (shown as "A" unless otherwise specified), and 6- position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

Example:



(3) A sample of a completed MSL is provided for information:



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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

G. Radio Frequency Identification (RFID):

1. The RFID requirement will be phased in over several years. RFID tagging will be required on supplier shipments of specific Class VIII (Medical Materiel) items in accordance with DFARS clause 252.211-7006. RFID tagging shall be in addition to all commercial and military markings, and shall be required on cases (for Medical this equates to the exterior (shipping) container) and on unitized loads. Phase 1 did not apply to Medical shipments.

2. Phase 2, which became effective for acquisitions issued on/after 19 July 2006, applies to specific supplier shipments of Medical items, as follows:

   a. Medical Equipment and Medical/Surgical items only.

      (1) Depot stock shipments. RFID tagging shall be required for all supplier shipments of Medical Equipment and Medical/Surgical items for depot stock to the Defense Distribution Depots located in Susquehanna, PA, San Joaquin, CA, Hill AFB, UT, and Tobyhanna, PA.

      (2) Direct supplier shipments. RFID tagging will not normally be required for supplier shipments of Medical Equipment and Medical/Surgical items which are delivered directly to the CONUS/OCONUS customer through commercial channels.

      (3) OCONUS supplier shipments diverted/redirected through select Air Mobility Command Terminals or any Government Depot. RFID tagging shall be required for all OCONUS supplier shipments of Medical Equipment and Medical/Surgical items which are diverted/redirected through any of the following air terminals:

      Charleston AFB, Charleston,
      SC Naval Air Station, Norfolk,
      VA Travis AFB, Fairfield, CA

   b. Federal Supply Classes (FSCs) 6505, 6508, 6509 and 6550. To keep in step with the Food and Drug Administration's (FDA) current initiatives, RFID tagging for supplier shipments of most items in FSCs 6505 (Drugs and Biologicals (Human Use)), 6508 (Medicated Cosmetics and Toiletries), 6509 (Drugs and Biologicals (Veterinary Use)), and 6550 (In Vitro Diagnostic Substances, Reagents, Test Kits and Sets) will be further delayed (specific date to be announced).

   c. Phase 3, (specific effective date to be announced), will apply to all supplier shipments of identified Medical items to all identified locations. When required, RFID tagging shall be supplied on cases (i.e., exterior (shipping) container) and on unitized loads.

3. Detailed information regarding RFID is available at: http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/ PackSpecStdMan.aspx

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

H. Unique identification (UID):

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

2. The DLA will be following FDA guidance as it pertains to UID requirements, which are to be phased in by 2020. Detailed information regarding UID is available at http://www.acq.osd.mil/dpap/pdi/uid/index.html.

I. Materiel requiring special handling:

1. Materiel requiring special handling must be properly identified in order to alert the receiving activity that the materiel requires special handling and storage. In addition to labeling and marking requirements specified herein, the supplier shall annotate the packing list accompanying each shipment with the following notation: "REQUIRES SPECIAL HANDLING AND/OR STORAGE", together with the applicable special handling and/or storage statement(s). Examples of special handling and storage statements include the following: "STORE BETWEEN 2° - 8° C (36° - 46° F)"; "KEEP FROZEN", "FLAMMABLE", etc. In addition, the exterior (shipping) container shall be marked with the applicable storage statements. For Medical items subject to damage by freezing, marking on each shipping container shall include the statement "DO NOT PERMIT TO FREEZE"; in addition, "ARROW" and "FRAGILE" markings, as appropriate, shall be applied to each shipping container. Similar commercial storage statements are acceptable on the packing list, the exterior (shipping) container, and the unitized load.

2. Perishable Medical Materiel.

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

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

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

ITEM NOMENCLATURE	NET QUANTITY PER PACKAGE WT ** CU **	TRANSPORTATION CONTROL NO **********
MEDICAL SUPPLIES	CONSIGNMENT GROSS WEIGHT N/A	DESTINATION ******* ******* ******* *******
SUPPLEMENTAL INFORMATION N/A		LOAD STORAGE/GROUP N/A
		FLASH POINT N/A

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

N/A	This shipment is within the limitations prescribed for PASSENGER AIRCRAFT / CARGO AIRCRAFT ONLY (Delete non-applicable aircraft)	N/A	ATA/IATA/IMCO REGULATIONS				
N/A	AFR 71-4, TM 38-250, NAVSUPPUB 505, MCO P4030 .19, DLAM 4145.3, Paragraph	N/A	49 cfr	PARAGRAPH		EXEMPTION	
N/A	DoD 4500 32R (MILSTAMP)	N/A		N/A	173.7 (a)	N/A	DOT-E 7573
ADDRESS OF SHIPPER ********** ********** ********** **********			TYPED NAME, SIGNATURE AND DATE				

DD Form 1387-2, JUN 86 Previous editions are obsolete. Form Approved/OMB No 0704-0188
SPECIAL HANDLING DATA/CERTIFICATION

J. Hazardous material (HAZMAT):

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

2. Material Safety Data Sheets (MSDSs):

   a. MSDSs shall meet the requirements of 29 CFR 1910-1200 (g) and FED-STD-313. Nothing contained in this DBPA shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous materiel. Neither the requirements of this DBPA, nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or Subcontractor personnel or property.

   b. The contractor shall furnish applicable MSDSs as specified herein. If at any time during the contract there is a change in the composition of any item or a revision to FED-STD-

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

313, which renders incomplete or inaccurate the data previously submitted, the contractor shall promptly notify the DLA Troop Support Contracting Officer. The DLA Troop Support Contracting Officer may at his/her option, require the contractor to resubmit the revised MSDSs to each ordering facility as well as DLA Troop Support - FSSB (Packaging). MSDSs shall be provided to the customer as follows:

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

(2) Applicable to ALL OCONUS shipments. The contractor shall furnish the OCONUS customer with all applicable MSDSs with each shipment of HAZMAT.

c. A copy of each MSDS, annotated with either the National Stock Number, if applicable, or commercial part number, and item name, shall be provided to DLA Troop Support, ATTN: DLA Troop Support - FSSB (Packaging). MSDSs will also be provided to the DLA Troop Support Contracting Officer, upon request.

3. Hazardous Warning Labels (HWLs). The contractor shall also obtain and maintain a file of all applicable Hazardous Warning Labels (HWLs). Each MSDS provided to DLA Troop Support - FSSB (Packaging) and to the DLA Troop Support Contracting Officer shall be accompanied by the HWL, when applicable.

4. Packaging, labeling and marking of HAZMAT.

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

Federal Insecticide, Fungicide, and Rodenticide Act
Federal Food, Drug, and Cosmetics Act and regulations promulgated there under Consumer Product Safety Act
Federal Hazardous Substances Act
Federal Alcohol Administration Act
or, if the materiel is not subject to one of the above acts,
Hazard Communication Standard 29 CFR 1910-1200 et seq.

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

5. Packaging and marking of HAZMAT for shipment via military air. In addition, packaging and marking of HAZMAT destined for shipment through a military aerial port via military aircraft shall comply with AFMAN 24-204(I)/TM 38-250/NAVSUP PUB 505/ MCO 4030.19/DLAI

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4145.3. Such shipments are identified with Ship To Addresses to the Container Consolidation Points at: Defense Distribution Depot, Susquehanna, PA (DoDAAC: W25N14, RIC: SDQ, SPLC: 209405270) or Defense Distribution Depot, San Joaquin, CA (DoDAAC: W62N2A, SPLC: 875702270); to the Norfolk, VA Container Freight Station (DoDAAC: N45631, POE: IMJ, RIC: None found); or to the USAF Aerial Ports of Embarkation at Norfolk, VA (DoDAAC: N45627, RIC: N2F), Dover Air Force Base, DE (DoDAAC: FB4497, RIC: DJN), Charleston Air Force Base, SC (DoDAAC: FB4418, RIC: DKY) or Travis Air Force Base, CA (DoDAAC: FB4427, RIC: DZK). Each shipment shall be accompanied by a properly completed standard commercial "Shipper's Declaration for Dangerous Goods".

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

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

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

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

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

XI. LABELING AND SHIPPING INSTRUCTIONS FOR OCONUS SHIPMENTS

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Embarkation at Norfolk, VA (DoDAAC: N45627, RIC: N2F), Dover Air Force Base, DE (DoDAAC: FB4497, RIC: DJN), Charleston Air Force Base, SC (DoDAAC: FB4418, RIC: DKY) or Travis Air Force Base, CA (DoDAAC: FB4427, RIC: DZK).

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

(1) Certification Requirement for Wood Packaging Material (WPM). Complete requirements for certification of WPM are specified in paragraph XVIII.C.

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

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

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

c. In lieu of a contractor-generated commercial address label, a bar-coded MSL shall be supplied on all contractor shipments moving through any defense consolidation point or military air terminal. The bar-coded MSL shall be securely affixed to the exterior (shipping) container or unitized load and shall be completed as specified in paragraph X.F.2.

d. When required, a passive RFID tag shall be supplied on each shipment, as specified in paragraph X.G.

e. The contractor shall provide all necessary documentation to speed the movement of materiel through the customs process.

C. Transshipment points. The "SHIP TO" address is the transshipment point.

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

Routine Medical Shipments NORMAL CARGO OVER 70-LBS:
SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE
EAST BLDG 2001 (MISSION DRIVE)
CCP DOORS 135-168
NEW CUMBERLAND, PA 17070-5000
TCN:
MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Hazardous Medical
Shipments SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE
EAST BLDG 87 (MISSION DRIVE)
NEW CUMBERLAND, PA 17070-5000
TCN:
MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

Refrigerated Medical
Shipments SHIP TO:
DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA SITE
EAST U AVENUE BLDG. 89, DOOR 10
NEW CUMBERLAND, PA
17070-5000 TCN:
MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

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

Routine Medical
Shipments SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN
JOAQUIN WAREHOUSE 30
25600 S. CHRISMAN ROAD
TRACY, CA 95304-5000
TCN:
MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

Hazardous Medical
Shipments SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN
JOAQUIN WAREHOUSE 28
25600 S. CHRISMAN ROAD
TRACY, CA 95305-5000
TCN:
MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

Refrigerated Medical
Shipments SHIP TO:
DEFENSE DISTRIBUTION DEPOT SAN
JOAQUIN WEST COAST MEDEX, WAREHOUSE
17-5
25600 S. CHRISMAN ROAD
TRACY, CA 95304-5000
TCN:
MARK FOR: (*Fill in the DoDAAC and the name of the medical ordering facility*)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

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

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

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

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

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

ET REQUEST FORM

Vendor Request for Shipping Instructions DPMS Transportation		FAX: 717-770-2701 Phone: 1-800-456-5507 E-Mail: delivery@dla.mil	
Non ESOC		VENDOR DATA	ESOC
Company Name:		Requestor Name:	
CAGE Code:		Requestor Phone No.:	
Origin Shipping Address:		Requestor FAX No.:	
Requestor E-Mail:			
Contract No./Call No. / Line Item No. / Delivery Order:		TCN/Requisition No.:	
		Priority	
Gross Weight:		Item Name:	
No. / Type of Pieces:		NSN:	
Cube or Dimensions:		HAZMAT Information PSN, Class, U.N., PG:	
SHIPPING INSTRUCTIONS			
POE/Ship To:		POD (If Applicable):	
Ultimate Consignee Address (Mark For):		Special Delivery Instructions:	
Overseas shipments of hazardous materials are to be marked, labeled and certified based upon the final mode of shipment from CONUS. Vendor shall provide the appropriate shipper's declaration that will allow the asset to reach its ultimate destination irrespective of the intermediate transfer points. . If the shipment is moving through a military aerial port of embarkation, the shipment shall be certified in accordance with the DLAI 4145.3, Preparing Hazardous Material for Military Air Shipments. DLAI 4145.3 is available on the internet at http://www.daps.hq.dla.mil/dla/) 4145.3.pdf. Shipments moving through surface/water ports shall be certified in accordance with the International Maritime Dangerous Goods (IMDG) Code.			
DDC SUPPORT			
Initials	Number	Date/Time Rec'd:	
ESOC/NON ESOC:	ESOC NON ESOC	Date/Time Address Provided:	
TP:		Date/Time FACTS Offer:	
ACF	YES NO	IBS Booking Request Date/Time:	
Systems Problems:		Area Code:	

XII. QUESTIONS/ASSISTANCE:

A. Questions on shipping/labeling should be addressed to: Air Force Ms. Charlotte Christian (301) 619-4164; Army Major Monte Kapec (808) 433-3503 (Korean Area); Navy Ms. Nataki McCowin (301) 295-1325 or Robert L. Keck (301) 319-8796.

B. Questions on packaging/marking and requests for copies of DD Form 1387-2 should be addressed to: Mr. Michael Carr, DLA Troop Support - FSSB (Packaging), Voice (215)737-7964, or Email Michael.Carr@dla.mil.

C. Sources of referenced documents:

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

3. MIL-STD-129P is available from Document Automation and Production Service (DAPS), Bldg 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/ PackSpecStdMan.aspx).

4. Medical Marking Standard No. 1A is available from DLA Troop Support, ATTN: DLA Troop Support - FSSB (Packaging), Bldg 6A South, 700 Robbins Avenue, Philadelphia, PA 19111-5092, email: DSCP.Packaging@dla.mil. Medical Marking Standard No. 1A is also available on the DLA Packaging Webpage (http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/ PackSpecStdMan.aspx).

Forms. Supplies of referenced forms are available as follows:

a. Submit a request for the following forms to DLA Troop Support-FSFB (Packaging) via email DSCP.Packaging@dla.mil; include the form number, quantity required, and complete mailing address, together with the name and telephone number of your POC:

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

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

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

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

DSCP Form 2770 - Notice for Frozen ShipmentsDSCP Form 2770-1 - Notice for Chilled Medical Material Shipments DSCP Form 2770-2 - Notice for Limited Unrefrigerated Medical Shipments.

b. Supplies of the Shipper's Declaration for Dangerous Goods are available from commercial vendors who specialize in hazardous material transportation supplies. This is a red-bordered form and must meet the format, size and color specifications outlined in IATA Dangerous Goods Regulation, Section 8 - Documentation

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Placement of Delivery Order / E-CAT Order Evaluation Factors

Basic Policy:

Ordering Procedures in accordance with FAR 8.4 - DLA will be awarding the contracts and each vendor's catalog will be uploaded to ECAT. Customers will then order within the ECAT system. The customer must seek competition for any order exceeding the micro-purchase threshold (over $3,500.00) and up to $250,000.00 but is not required to compete orders valued less than the micro-purchase threshold. Any trade-off decision is the responsibility of the user and as such they must comply with rules and regulations governing their procurement(s) including any documentation required with respect to their trade-off decision. Ordering activities are advised of the competition requirements and are informed of the documentation requirements. Most DoD facilities have a local requirement requiring that they investigate at least three (3) sources. The facility is required to document this requirement and can do this either in the E-CAT system or outside of the system. For large acquisitions ($150K and higher), typically the facility has an equipment committee that either reviews all purchase decisions or is included in the process. In addition to price, when determining the best value, lowest overall cost alternative, the customer may consider, among other factors, the following:

1) Item features required for effective mission performance (e.g. quality, customer/user considerations, reliability);
2) Warranty considerations;
3) Delivery requirements;
4) Past performance;
5) Interchangeability;
6) Environmental and energy efficiency considerations;
7) Small Business considerations;
8) Special features of the supply or service required for effective program performance;
9) Trade-in considerations;
10) Probable life of the item selected compared to that of a comparable item; and
11) Maintenance availability.

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

Orders valued over $250,000.00 - DLA Troop Support will be competing E-CAT orders valued over $250,000.00. E-CAT will flag the order and send an email notification to the Contracting Officer responsible for administering the contract. A Request for Quote (RFQ) will be emailed to those E-CAT contract holders who offer the same items. The RFQ will describe the requirement(s) and provide the basis on which quotes will be evaluated. Quotes will generally be required within 24 hours. Award will be based on the trade-off considerations stated above.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Request For Proposal Checklist

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

You must provide **Information on the past year of sales to DoD and to other Federal Government Agencies.** Provide the total dollar value of sales on government contracts performed in the past year. Provide the name, point of contact and phone number of your three largest accounts (considering both the private and public sector) and the dollar value of the account(s).

You must answer all following questions listed below and provide all the information requested in paragraph 1 through 14 as part of your proposal.

1. Is a Signed copy of the completed solicitation number **SPE2DH-16-R-0002** included?

[ ] Yes [ ] No

2. Are **Offered Prices** and **Offered Discount** from your Commercial Catalog Price for the items offered included in the Catalog Loader Template? **For evaluation purposes, we need only the items offered and the offered discount from your commercial catalog price for those items.** Is the EVO E-CAT Catalog Loader spreadsheet located on https://www.medical.dla.mil/Portal/E-CAT/E-CATHome.aspx under Info for Suppliers (Catalog Loader Template) with the mandatory fields populated as outlined in the Statement of Work, **page 24-53,** included?

[ ] Yes [ ] No [ ] Not Applicable

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

[ ] Yes [ ] No [ ] Not Applicable

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

[ ] Yes [ ] No [ ] Not Applicable

5. Is **Clause 52.215-20** "REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - ALTERNATE IV" on **pages 74-75,** completed?

[ ] Yes [ ] No [ ] Not Applicable

6. Is the estimate your Company expects as **Potential for sales in dollars** under E-CAT and the basis for this projection included?

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

[ ] Yes [ ] No [ ] Not Applicable

7. Are your **Sales Projection** under E-CAT estimated at more than $700,000.00 and you are a **large business**?, If so, a copy of your Company's **Subcontracting Plan** and any approval from a Federal Agency of that Plan should be included. See FAR Clause 52.219-9 Small Business Subcontracting Plan.

[ ] Yes [ ] No [ ] Not Applicable

8. Is the **EC Implementation Plan** as outlined on **page 57**, included?

[ ] Yes [ ] No [ ] Not Applicable

9. Is **Clause 52.212-3** on **pages 59-71** completed?

[ ] Yes [ ] No [ ] Not Applicable

10. Warranty. Are you offering **Express Warranty**? If so, is it included with your offer? Otherwise the Warranty provision on under 52.212-4(o) applies.

[ ] Yes [ ] No [ ] Not Applicable

11. Invoices. Have you provided invoices from sales to other customers for items offered to support prices (page 58)?

[ ] Yes [ ] No [ ] Not Applicable

12. Return Goods Policy. Have you provided your Return of Goods Policy and/or Restocking Fee Policy (pages 35-36)?

[ ] Yes [ ] No [ ] Not Applicable

13. You must provide a Point of Contact -- to include the name of individual, department and phone number -- that will receive the E-CAT orders.

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

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Solicitation Provisions

52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2017) is incorporated in the solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

ADDENDUM TO 52.212-1:

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

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

   Delete the 1st sentence and substitute the following:

   Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [**X**] Facsimile offers are NOT authorized for this solicitation. [ ] Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration.
   Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. **Paragraph (b)(4)**

ELECTRONIC COMMERCE (EC) IMPLEMENTATION PLAN REQUIREMENTS

At a minimum, you must provide the following information:

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

b. **Interface** - Per Statement of Work paragraph VI (Electronic System Requirements), advise which method, ANSI X12 or Web Supplier Interface Requirement, you will use to implement this contract using E-CAT.

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

d. **Subcontractors** - Identify if any operations will be performed by a subcontractor. Describe your procedures for selecting subcontractors and assuring they perform their duties as required.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

3. Paragraph (b)(5)

Warranty - If you are offering an Express Warranty, it must be submitted with your offer. Otherwise, the warranty provision on 52.212-4(o) applies.

4. Paragraph (b)(6)

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

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

In addition to the above, you must provide the information as required under Clause 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - ALTERNATE IV on **pages 74-75** along with a copy of your current commercial catalog and Federal Supply Schedule and discount policy for the item (s) offered.

The offeror is to furnish reasonable sampling of invoices from sales to other customers for Medical Equipment items that they propose to offer under E-CAT.

*** DLA Troop Support may ask for additional invoices during negotiations.

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

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

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

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

(b) **Fair and Reasonable Price:** All offered pricing must be determined to be fair and reasonable in order for an offeror to be considered for award. Vendors will submit other than cost or pricing data that will be evaluated to ensure that offered pricing is equal to or better than pricing that the vendor offers to their most favored customers under a similar contracting environment.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2017) ALTERNATE I (OCT 2014)

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

"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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(10) PSC 9630, Additive Metal Materials.

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

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

"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).

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

"Small business concern" means a concern, including its affiliates, that is independently owned and, 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.

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

"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 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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

the SAM website.
(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications --Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard 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 (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.*]

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

(1) *Small business concern.*
The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
(2) *Veteran-owned small business concern.*
[*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]
The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
(3) *Service-disabled veteran-owned small business concern.*
[*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*]
The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
(4) *Small disadvantaged business concern.*
[*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]
The offeror represents, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 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.

(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 --

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(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, [ ] not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern).*

[*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.*

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which 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 --

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(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 $250,000.) 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 Statute Certificate.*

(The certificate in DFARS 252.225-7000 shall be completed when it is provided as an Attachment to 52.212-3.)

(g) *Buy American --Free Trade Agreements--Israeli Trade Act Certificate.* (The certificate in DFARS 252.225-7020 or 7035 shall be completed when it is provided as an Attachment to 52.212-3.)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).*

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of

Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain \ the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126).* [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b)*.]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.*

[*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(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.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(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,

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that --
(i) It [ ] is, [ ] is not an inverted domestic corporation; and
(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror --

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (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 unique entity identifier in the solicitation.

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that --

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that --

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: _____ (or mark "Unknown")
Predecessor legal name: _____
(Do not use a "doing business as" name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.*

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

ALTERNATE I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

_____ Black American.

_____ Hispanic American.

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

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

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

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

ATTACHMENT TO 52.212-3(g):

Buy American --Free Trade Agreements--Israeli Trade Act Certificate.
(The certificate in DFARS 252.225-7020 or 7035 shall be completed when it is provided as an Attachment to 52.212-3.)

252.225-7020, TRADE AGREEMENTS CERTIFICATE (NOV 2014) DFARS

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements --Basic clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless --

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements --Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products: (Line Item Number) (Country of Origin)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

ADDENDUM TO 52.212-3:

The following additional provisions are set forth in full text:

52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR

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

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

"Federal contracts and grants with total value greater than $10,000,000" means --

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

52.212-9001, APPLICATION OF FAST PAYMENT TO PART 12 ACQUISITIONS (NOV 2011) DLAD

This acquisition is being conducted using Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. FAR 52.213-1, Fast Payment, applies. The terms and conditions in 52.213-1 take precedence over paragraphs (a), (j), (n), (o) and (p) of the clause at FAR 52.212-4.

(End of Clause)

52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) ALTERNATE IV (OCT 2010) FAR

As prescribed in 15.408(l), replace the text of the basic provision with the following:

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

(b) Provide information described below:

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

(i) Sales information, **optional** for each individual item, as follows:

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Total Sales to the General Public (Other than to the U.S. Government or its instrumentalities) at Catalog Price	_____	(Quantity)
	_____	(Most recent sales period available — 3 mos. min.)
		PLUS
Total Sales to the General Public at Other than Catalog Price.	_____	(Quantity)
	_____	(Most recent sales period available — 3 mos. Min.)
		EQUALS
Total Sales to the General Public		(Quantity)
		(Most recent sales period available — 3 mos. Min.)
The lowest price sale to the General Public. (Identify date, price, and quantity).		(Date)
	_____	(Unit Price)
	_____	(Quantity)
The lowest price sale to the General Public under terms and conditions that are the most comparable to those solicited by the Government. (Identify date, price, and quantity).	_____	(Date)
	_____	(Unit Price)
	_____	(Quantity)

(ii) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages which include the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. 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. **If offer prices are, or are based on, discounted catalog prices**, furnish, in lieu of or in addition to the price information required by the previous sentence, the following information **for each different discount offered**:

(A) Identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items.

(B) If the offered discount is lower than the largest discount offered to any customer:

(I) justify why you are unable and/or unwilling to offer that largest discount; and

(II) identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items under terms and conditions that are the most comparable to those sought by the Government.

(C) If the offered discount is lower than the largest discount offered to any customer under the most comparable terms and conditions, justify why you are unable and/or unwilling to offer that largest discount.

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

(2) For items on a FSS and/or Veterans Affairs (VA) contract, regardless of whether they are or are not commercial items, furnish a copy of, or the appropriate pages from, the FSS and/or VA

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contract. Unless offerors can justify that the proposed contract terms and conditions under this acquisition are less favorable than those under their FSS and/or VA contracts, award prices under this acquisition may not exceed the FSS and/or VA contract prices. For items included on an active Federal Supply Service (FSS) Multiple Award Schedule contract, proof that an exception from the submission of certified cost and pricing data has been granted for the schedule item is required if the offeror has not furnished the information required by (1) above that is adequate for the Contracting Officer to determine that the offered item(s) are commercial items.

(b) Delay in furnishing the appropriate information other than cost or pricing data that is required by paragraph (b) above and that is adequate for evaluating the reasonableness of the offered prices, may delay any potential award to that offeror. As a consequence, if the Government has indicated elsewhere in this solicitation that multiple awards are intended, delivery orders that might otherwise have been placed with that offeror may be placed with awardees that furnished the required information on a timely basis. Failure to furnish the appropriate information other than cost or pricing data that is required by paragraph (b) above and that is adequate for evaluating the reasonableness of the offered prices may result in a determination that there is insufficient information to determine the offer prices to be fair and reasonable. The Contracting Officer may determine that cost or pricing data (and an audit) is required. If ultimately there is insufficient information to determine the offer prices to be fair and reasonable, the Contracting Officer has no choice but to determine the offer prices to be unreasonable. Unreasonable offer prices may be rejected for award.

52.216-1, TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of Multiple Fixed Price Indefinite-Delivery / Indefinite-Quantity with Economic Price Adjustment contracts resulting from this solicitation.

52.216-19, ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$25.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **the remaining amount of the contract maximum limitation**;

(2) Any order for a combination of items in excess of **the remaining amount of the contract maximum limitation**; or

(1) A series of orders from the same ordering office within **any** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(b) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(c) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government

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may acquire the supplies or services from another source.

52.216-22, INDEFINITE QUANTITY (OCT 1995) FAR

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

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

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

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

252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS

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

(b) Representation. The Offeror represents that it --

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

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

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

(End of provision)

52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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: ηττπσ://ωωω.αχθυισιτιον.gov/faρ/ινδεξ.ητμλ
DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

The following additional provisions are incorporated by reference:

PROVISION NUMBER	TITLE/DATE
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS
252.203-7996	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements - Representation (OCT 2015) DFARS
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (DEC 2015) DFARS
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016) FAR
52.211-9009	Non-Acceptability of Government Surplus Material (NOV 2011) DLAD
52.214-34	Submission of Offers in the English Language (APR 1991) FAR
52.214-35	Submission of Offers in U.S. Currency (APR 1991) FAR
52.216-27	Single or Multiple Awards (OCT 1995) FAR
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) FAR
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (OCT 2015) FAR
52.233-2	Service of Protest (SEP 2006) FAR
52.233-9000	Agency Protests (NOV 2011) DFARS

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.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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. __X__ 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. __X__ DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)
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. __X__ DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)
12. __X__ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
13. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
14. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data --Canadian Commercial Corporation (JUL 2012)
15. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data --Modifications --Canadian Commercial Corporation (OCT 2013)
16. _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
17. _____ DFARS 252.215-7008, Only One Offer (OCT 2013)
18. __X__ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) - Basic (MAR 2016)
19. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
20. _____ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
21. _____ DFARS 252.225-7000, Buy American --Balance of Payments Program Certificate (NOV 2014)
    a._____Alternate I (NOV 2014) of 52.225-7000
22. _____ DFARS 252.225-7001, Buy American and Balance of Payments Program (NOV 2014) a._____Alternate I (NOV 2014) of 252.225-7001
23. __X__ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
24. _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
25. _____ DFARS 252.225-7010, Commercial Derivative Military Article --Specialty Metals Compliance Certificate (JUL 2009)
26. __X__ DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
27. __X__ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

28. _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
29. _____ DFARS 252.225-7017, Photovoltaic Devices (OCT 2015)
30. _____ DFARS 252.225-7018, Photovoltaic Devices --Certificate (OCT 2015)
31. __X__ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014) a._____Alternate I (NOV 2014) of 252.225-7020
32. __X__ DFARS 252.225-7021, Trade Agreements (OCT 2015) a._____Alternate II (OCT 2015) of 252.225-7021
33. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
34. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
35. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
36. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
37. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
38. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
39. __X__ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
40. _____ DFARS 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate (NOV 2014)
    a._____Alternate I (NOV 2014) of 252.225-7035
    b._____Alternate II (NOV 2014) of 252.225-7035
    a. _____Alternate III (NOV 2014) of 252.225-7035
    d._____ Alternate IV (NOV 2014) of 252.225-7035
    e. Alternate V (NOV 2014) of 252.225-7035
41. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (NOV 2014)
    a._____Alternate I (NOV 2014) of 252.225-7036
    b. _____Alternate II (NOV 2014) of 252.225-7036
    c._____ Alternate III (NOV 2014) of 252.225-7036
    d._____ Alternate IV (NOV 2014) of 252.225-7036
    e. Alternate V (NOV 2014) of 252.225-7036
42. _____ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2015)
43. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
44. _____ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
45. _____ DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
46. __X__ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

47. __X__ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),

48. __X__ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

49. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)

50. __X__ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

51. __X__ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)

52. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

53. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

54. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)

55. _____ DFARS 252.239-7018, Supply Chain Risk (OCT 2015)

56. _____ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

57. __X__ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)

58. _____ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)

59. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

60. _____ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

61. __X__ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)

62. __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

63. _____ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

64. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)

65. _____ 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)

66. _____ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)

67. _____ 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)

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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)