SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 73

2. CONTRACT No.	3. SOLICITATION No.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE No.
	SPE2D1-20-R-0001	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2020 OCT 23	1000023111

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
DLA TROOP SUPPORT MEDICAL SUPPLY CHAIN FSD 700 ROBBINS AVENUE PHILADELPHIA PA 19111 USA	SPE2D1	See Continuation Sheet

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Building 45-C-167 until 3:00PM (Hour) local time 2028-May-15 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. PHONE/FAX (NO COLLECT CALLS)	C. EMAIL ADDRESS
	Felix Mercado-Adames PDPSHA4	Phone: 215-737-5762 FAX: 215-737-5752	Felix.Mercado.Adames@dla.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 *calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (*The offeror acknowledges receipt of amendments to the* SOLICITATION *for offerors and related documents numbered and dated*):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 *copies unless otherwise specified*)	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )		

24. ADMINISTERED BY *(If other than item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

CONTINUATION PAGES- SPE2D120R0001

11. TABLE OF CONTENTS

Section	Description	Page
A	SOLICITATION/CONTRACT FORM	1-2
B	SUPPLIES OR SERVICES AND PRICES/COSTS	3
C	DESCRIPTION/SPECS./WORK STATEMENT	4
D	PACKAGING AND MARKING	16
E	INSPECTION AND ACCEPTANCE	16
F	DELIVERIES OR PERFORMANCE	22
G	CONTRACT ADMINISTRATION DATA	23
H	SPECIAL CONTRACT REQUIREMENTS	36
I	CONTRACT CLAUSES	28
J	LIST OF ATTACHMENTS	43
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	43
L	INSTRS., CONDS., AND NOTICES TO OFFERORS	63
M	EVALUATION FACTORS FOR AWARD	81

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUATION)

Blocks 8

Vendors must submit their offers electronically by uploading all required proposal documents by the solicitation closing time/date on the DLA Internet Bid Board System (DIBBS) at https://www.dibbs.bsm.dla.mil

Block 9

Offer Due Date/Local Time: The initial solicitation closing date shall be December 30, 2020; 1:00 pm, Local Philadelphia Time. Vendors must submit their offers electronically by uploading all required proposal documents by the solicitation closing time/date on the DLA Internet Bid Board System (DIBBS) at https://www.dibbs.bsm.dla.mil.

CONTINUED ON NEXT PAGE

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

There will be at least one subsequent open season, where the solicitation will be reopened to allow additional vendors to join the program, that will be issued via posting of an amendment on DIBBS and the Government Point of Entry (GPE) website. The Government reserves the right to have additional open seasons that would be issued via DIBBS and the GPE. Offers may be submitted at any time during the initial solicitation period or open season(s). Acceptance and evaluation of offers may take place before the actual closing date.

Mailed, hand carried, faxed, or emailed offers are unacceptable and shall not be accepted.

E-mail or fax transmissions may be authorized in writing by the Contracting Officer for negotiations and any offer revisions. If negotiations take place or a request for proposal Amendment is issued, the method and date/time for receipt of vendor submissions will be provided by the Contracting Officer.

If the ability to upload proposals is unavailable for any reason, this does not constitute an acceptable reason for a late offer. If experiencing any upload issues, please contact the solicitation POC immediately for further instructions. Vendors are strongly encouraged to submit offers well in advance of the closing date/time as last-minute system issues may not be resolved in time to allow a vendor to submit an offer and to be considered for this solicitation. Vendors should familiarize themselves with and log into DIBBS well in advance of submitting their offer.

Block 15c

Remittance Address: (if different from Contractor/Offeror address in block 15a of the SF33.)

_____

_____

_____

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Defense Logistics Agency Troop Support Medical Supply Chain (DLA) is responsible for the acquisition and management of a full line of medical items for customers located in the United States and worldwide. The objective of this solicitation is to establish the second generation of the Noncommercial Medical Equipment (NCME) Program with multiple-award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts utilizing FAR 16.505 multiple-award ordering procedures. The NCME program shall support noncommerical medical equipment. Additionally, the program shall support procurement of components, training, repair parts, consumables, accessories and incidental services related to the supply of noncommercial medical equipment. This program is a renewal of the Nondevelopmental Oxygen Systems program and expands the scope to support all other noncommercial medical equipment product categories that can be supported by DLA Troop Support.

CONTINUED ON NEXT PAGE

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

Recent historical sales data for Oxygen Systems have been approximately $17.8 million per year. The total program estimate is anticipated to increase in sales as the program expands to new product lines.

Guaranteed Minimum Dollar Value: The Guaranteed minimum dollar value shall be $4,000 per contract.

Maximum Dollar Value: No individual contract maximum under this standing solicitation will exceed $356 Million. The Maximum Dollar Value for each individual contract under this solicitation will be assigned by the government based on past history of Government sales and/or Government projections of potential sales, including allowing for surge capacity and unforeseen requirements.

Term: This solicitation is proposed to establish Indefinite-Delivery Indefinite-Quantity contracts for the offered items. All contracts shall have a five-year base period and a single option to extend contracts for an additional five-year term.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

I. CONTRACT SCOPE

(a.) This solicitation provides for the supply of noncommercial medical equipment and noncommercial nondevelopmental medical equipment. Additionally, the program shall support procurement of components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services related to the supply of noncommercial medical equipment.

(b.) This program is based on the Nondevelopmental Oxygen Systems program and envisions supporting additional noncommercial medical equipment and noncommercial nondevelopmental medical equipment product groups.

(c.) All end product medical systems, devices or equipment must be noncommercial at time of initial contract award to be determined in scope of the program. If the equipment is offered by an existing NCME contract holder for contract addition, the item must be noncommercial at the time of addition to the contract, to be determined in scope of the program. If a medical system, device or equipment; along with components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services; change from noncommercial to commercial during the life of the contract, the item can remain for the duration of the contract term, and will remain in the scope of the contract. However, FAR 12 procedures will not be applied to such an item that becomes a commercial item after contract award or contract addition. Any end product medical system, device or equipment that is determined to be commercial prior to award or addition to the contract shall be determined out of scope and not allowed under the NCME Program.

(d.) Any components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services for end product medical systems, devices or equipment that the vendor has on contract or previously had on a contract awarded under this Solicitation are in scope of this program. Such items may be either noncommercial or commercial. In the event the item is commercial, clause 52.212-4 Contract Terms and Conditions --Commercial Items shall apply for such items along with all other clauses and language in the solicitation. FAR 52.212-4 only applies to delivery orders or the portions of delivery orders for commercial components, accessories, etc. and does not apply to the base contract.

CONTINUED ON NEXT PAGE

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

(e.) Incidental services are services that the contractor may be asked to perform in connection with supplying items under the scope of the contract. What constitutes an incidental service is fact specific and will be a function of factors such as type of service, amount charged for the service, dollar amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service.

II. AUTHORITY TO ISSUE ORDERS

(a.) The Defense Logistics Agency Troop Support Medical Supply Chain (DLA) is the only activity authorized to place delivery orders under any resulting IDIQ contract. In rare instances DLA may delegate ordering authority to other Department of Defense organizations, if approved in writing by the DLA Contracting Officer. Any delegation may be rescinded unilaterally at any time through written notice to vendors.

(b.) Orders may be issued in support of requirements from the Department of Defense (DoD), other Federal Agencies/ Organizations and foreign governments through the DoD foreign military sales programs. During the term of the contract DLA reserves the right to add other customer groups to be supported by this IDIQ contract.

III. CONTRACT LIMITATIONS

(a.) Maximum Contract Limitation.

A contract maximum shall be established by the Government for each individual contract under this solicitation and will be assigned by the government based on past history of Government sales and/or Government projections of potential sales, including allowing for surge capacity and unforeseen requirements. This single maximum contract limitation shall apply for life of the contract, including the base year and all option years, if exercised. However, no single contract maximum shall exceed the program estimated value of $356 million.

(b.) Guaranteed Minimum.

The Guaranteed minimum dollar value shall be $4,000 per contract. The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders during the contract base period and/or the option period, if exercised.

IV. CONTRACT BASE AND OPTION PERIODS

All contracts shall have a five-year base period and a single option to extend contracts for an additional five-year term.

V. EQUIPMENT REQUIREMENTS

(a.) AVAILABILITY OF PARTS AND SERVICE

The vendor shall ensure servicing and replacement parts are available, and that it is able to provide the parts for a period of five years after final acceptance.

CONTINUED ON NEXT PAGE

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

(b.) MANUALS AND PHONE SUPPORT

Vendor shall provide one paper copy Operator Manual and Maintenance/Service Manual, along with a CD ROM/ DVD version of the manuals with each system. The manuals shall enable a user to safely operate and maintain the vendors system. If the operator manual and/or maintenance manual is not sufficient for training a first-time user of the system, the vendor shall provide supplemental paper instructions. The vendor shall also provide a Technical Support Line Access (24 hours, 7 days a week) to assist users with operation and maintenance questions.

(c.) ALL OTHER TRAINING

The Contractor shall offer on-site training as a contract offering, that customers may purchase separately if needed. This training shall include operation, maintenance of equipment, protocol installation, and actual demonstration and operation of the equipment including any adjustments or other actions which may be undertaken by operating personnel in the event of equipment failure, provided that such adjustment or action will in no way jeopardize the Government's rights under contract warranty provisions.

Additional Training may be offered for Government consideration at the time a proposal is submitted or for addition after initial contract award. On delivery orders training shall be listed under its own delivery order line item, unless provided at no additional charge to the Government.

Offered maintenance training should be equivalent to what the contractor's (Original Equipment Manufacturer) service/repair personnel receive and should include all prerequisite classes. All service manuals, schematics, diagrams, diagnostic software, other special tools and hardware keys equivalent to what the contractor service/repair personnel have available to diagnose, troubleshoot, repair and maintain the equipment should be provided with the training. The training must be consistent with the other terms of the contract

(d.) APPLICATION SOFTWARE AND OPERATING SYSTEM REQUIREMENTS

Application software (e.g. physiological data and image acquisition, manipulation, reconstruction, analysis, display, etc.), and any Off the Shelf commercial Operating System (OS) necessary for operation and maintenance of the system being purchased, are to be provided by the contractor. The OS must be the latest major release currently available for purchase in the commercial marketplace or no older than one release prior to the latest major release. Older releases may be considered acceptable if authorized in writing by the requesting facility and approved by the Contracting Officer. Application software updates compatible with the offered system's hardware shall be kept current at no additional cost to the Government as long as the equipment is in use in accordance with the Statement of Work.

For the purpose of this clause, updates are defined as all modifications to correct or improve system operation and current functions including known remedies for security vulnerabilities and shall be provided to the Government at no additional cost.

Upgrades are defined as providing additional functions and shall be made available for purchase at the Government's election.

Updates that are bundled with upgrades shall be provided at no additional cost. The contractor may restrict added upgrade functions if restriction does not limit existing functions.

Modifications of software by the Government will not be made without prior consent of contractor.

CONTINUED ON NEXT PAGE

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

The Government shall be able to reinstall vendor application software and operating systems (OS) on new hardware if the original hardware on which such software was installed fails.

Software and commercial OS provided must not be self-canceling, which is interpreted to mean that the function of the software will not be stopped due to elapsing time or other condition not identified with the original equipment purchase. The prime contractor is responsible to ensure any third-party provided software is included in this restriction. No “renewable” licenses or agreements will be entered into by either the Contracting Officer or the using facility.

Additionally, the Government shall have networking rights for all commercial computer software that it acquires through contracts and orders for equipment awarded under this solicitation. The Government shall be the licensee. All such software acquired shall be for a perpetual duration.

(e.) HARDWARE UPGRADES

(1.) All equipment and related peripherals contracted for shall be state-of-the-art technology. "State-of-the-art" is defined as the most recently designed components which are available, maintained and supported in accordance with requirements specified in the solicitation. Components and products with a manufacturer's planned obsolescence within one year of the initial offer expiration date when first submitting a proposal under the program solicitation or one year from the contract addition request date when adding items to an existing contract are not acceptable. For existing contract items, vendors are required to immediately notify the Contracting Officer when it is known that an item will become obsolete, provide the estimated obsolescence date, and disclose the obsolescence date in all offers. It should be noted that obsolescence of the system does not relieve the vendor of compliance with other terms for already purchased systems such requirements for repair parts availability, updates, etc.

(2.) If hardware upgrades become available after award of a delivery order, but prior to delivery and/or installation of the equipment, the contractor is required to inform the Contracting Officer who will determine whether or not the Government will agree to the upgrade.

(3.) The contractor's proposal for such upgrades shall include the following information:
(i) Pricing information, to include both the price of the equipment to be added and the equipment to be deleted.
(ii) Specific awarded items which shall be changed if the offer is awarded.
(iii) Performance data, including both comparison to the specification requirements and to the equipment on contract.
(iv) A detailed description of the differences between the awarded items and those being proposed, and a specific analysis of the comparative advantages/ disadvantages of the items involved.
(v) An evaluation of the effect proposed changes will have on the life cycle of the equipment and an associated cost impact as it relates to site preparation, installation, maintenance, and operational expense.
(vi) An analysis of the timeframe required to institute the change.

(f.) SERVICE BULLETINS

Service bulletins affecting safety, effectiveness, functionality, and/ or maintenance of equipment furnished under this contract shall be emailed to the receiving activity for the entire expected life of the product or a period of eight years from the date of delivery, whichever is longer.

Service bulletins as well as any other special communications, such as, but not limited to, hazard alerts, safety notices, end-of-life notifications, and/or any other manufacturers' letters shall be emailed to the Contracting Officer for the

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

basic contract and all POC's on any issued delivery orders. When applicable, this shall occur within FDA established timeframes from the date of a recall.

(g.) PRODUCT CORRECTION, REMOVAL OR RECALL

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

(1.) All the following offices and points of contact should be emailed or mailed a notification:
(i) Each individual Customer POC on the referenced order and other regular Facility POC's
(ii) DLA Contracting Officer and Biomedical Engineer cited in the delivery order.
(iii) DoD Service Recall POC

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

(i) Complete item description and/or identification, the contract number and delivery order numbers

(ii) Reasons for correction, removal or recall.

(iii) Proposed offers for return for credit, replacement or corrective action shall be forwarded to the facility POC and Contracting Officer, for consideration by the Government.

(3.) The vendor will be responsible for all costs associated with a recall.

(h.) REPAIR PARTS, ACCESSORIES, CONSUMABLES, AND TOOLS

(1.) The contractor shall guarantee that the Government will be able to purchase all required repair (spare) parts, accessories, consumables and tools needed to operate and maintain a system, from the contractor for a minimum of five years from the date of final system acceptance. The vendor must include all such items in their contract that are TAA clause compliant. Repair parts are defined as end products/items that will be procured on their own after system has been purchased and used to replace items that have failed or must be replaced to keep the system operational. Tools include repair tools, calibration tools, and any other tools needed to operate and maintain the system. All repair parts, accessories, consumables, and tools that are end products from Trade Agreement Act (TAA) Clause compliant countries; including U.S.-made end products, qualifying country end products and designated country end products as defined by DFARS 252.225-7021 Trade Agreements must be offered as part of the vendor's contract. The items must comply with all other terms and conditions in this solicitation, including Berry Amendment Compliance.

(2.) Vendor shall provide a full listing of all repair parts, accessories, consumables, and tools (must include a description, weight, dimensions, Country of Origin, and price) and distinguish the items to be considered high-failure repair parts (identified by Original Equipment Manufacturer (OEM) and Government). The list shall be updated and maintained for the life of the contract.

(3.) For repair parts, accessories, consumables and tools that are not TAA Clause compliant, the vendor must provide them in the above referenced repair parts list and agree to provide an updated list of non-TAA Clause compliant repair parts for the life of the contract. Non-TAA Clause compliant repair items will not be added to the vendor's

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

contract. The vendor shall agree that if any items become TAA Clause compliant during the life of the contract, then the vendor shall immediately notify the Government and request that they be added to the contract.

(i.) SUSTAINMENT PLANNING SUPPORT: The vendor shall support Government planning for the sustainment of the systems. This shall include being available to discuss with Government users how to best deploy, maintain, operate the systems, and any other considerations. This shall include providing the Government needed information and data needed to plan out the life-cycle support of the system.

VI. INFORMATION TECHNOLOGY REQUIREMENTS

DEPARTMENT OF DEFENSE (DOD) CYBERSECURITY, RISK MANAGEMENT FRAMEWORK (RMF), AND/OR SERVICE INFORMATION ASSURANCE (IA) REQUIREMENTS (ONLY ORDERS FOR DOD CUSTOMERS)

NOTE: For the purposes of this solicitation; Cybersecurity, RMF, and IA requirements are used synonymously to refer to the same set of DoD Cybersecurity regulations and policies.

All DoD requirements for equipment that has an operating system or the capability to be connected to a network shall be required to meet DoD Cybersecurity and individual Military Service IA/RMF requirements. DoD Cybersecurity and Service specific IA/RMF requirements mandate that equipment must receive an Authorization to Operate (ATO) prior to being able to be connected to any DoD network. ATO is Service specific, so reciprocity is dependent on which Services are involved and is not guaranteed. As the requirements may change, the latest specific IA/RMF requirements should be obtained from the requiring site, the Service IA/RMF POC or from the DLA Contracting Officer prior to quoting. Failure to agree to Cybersecurity or Service IA/RMF requirements may result in rejection of the vendor's offer. Failing to disclose that a system cannot meet IA/RMF requirements, failure to meet certification timeframes or failure to receive ATO may result in termination for default under clause 52.249-8 “Default (Fixed-Price Supply and Service).".

The following references are applicable DoD Cybersecurity Regulations and Policies:

(1.) United States Statutes
(i.) The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
(ii.) The Federal Information Security Management Act (FISMA)
(iii.) The E-Government Act of 2002

(2.) Office of Management and Budget (OMB)
(i.) Circular A-130
(ii.) Guidance M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12-Policy for a Common Identification Standard for Federal Employees and Contractors

(3.) National Institute of Standards and Technology (NIST)
(i.) The following publications are located at http://www.nist.gov/publication-portal.cfm
(ii.) NIST Special Publication (SP) 800-37 - Guide for Applying the Risk Management Framework (RMF) to Federal Information Systems
(iii.) NIST SP 800-53 - Security and Privacy Controls for Federal Information Systems and Organizations

(4.) Federal Information Processing Standards (FIPS)

CONTINUED ON NEXT PAGE

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

(i.) The following publications are located at http://www.nist.gov/itl/fipscurrent.cfm
(ii.) FIPS Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules
(iii.) FIPS PUB 199 - Standards for Security Categorization of Federal Information and Information Systems
(iv.) FIPS PUB 201-2, Personal Identity Verification of Federal Employees and contractors

(5.) Department of Defense (DoD)
(i.) The following publications are located at http://www.dtic.mil/whs/directives/
(ii.) DoD Instruction 5200.2, DoD Personnel Security Program (PSP)
(iii.) DoD Instruction 8500.1, Cybersecurity
(iv.) DoD Instruction 8520.02, Public Key Infrastructure (PKI) and Public Key (PK) Enabling
(v.) DoD Instruction 8510.01, Risk Management Framework Process (RMF)
(vi.) DoD Instruction 8551.1, Ports, Protocols, and Services Management (PPSM)
(vii.) DoD Instruction 8580.02, Security of Individually Identifiable Health Information in DoD Health Care Programs
(viii.) DoD Instruction 6025.18, Privacy of Individually Identifiable Health Information in DoD Health Care Programs
(ix.) DoD Directive 5400.11, DoD Privacy Program
(x.) DoD Manual 5400.11-R, Department of Defense Privacy Program

VII. ELECTRONIC CATALOG SYSTEM (ECAT)

(a.) Description of ECAT: DLA Troop Support operates and manages the DLA Electronic Catalog System (ECAT). All catalog updates, changes, or deletions will be processed by the DLA Troop Support Contracting Officer. DLA Troop Support's Medical Supply Chain developed ECAT to streamline its business practices and expand its range of procurement options. ECAT is a Net-centric ordering, distribution, and payment system providing Department of Defense and other Federal customers access to multiple manufacturer and distributor commercial catalogs at discounted prices along with specialty noncommercial items as envisioned under this program. ECAT automates the entire customer procurement cycle - from searching for products, to creating reorder lists, to submitting an order, to approving an order, to receiving and paying for an order. The MediPrice loader catalog is the prescribed format for entering vendors contract items on ECAT.

(b.) Terms and Conditions Applicable to ECAT:

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

(2.) The contractor agrees to let all DLA customers authorized to enter the ECAT system to view any information displayed in the system.

(3.) DLA Troop Support may place manual orders under any contract awarded against this solicitation.

(4.) Two contract numbers will be assigned to each contract award. One Administrative contract for automated orders through ECAT and the basic contract number for manual orders placed by DLA Troop Support contract specialists.

(5.) The contractor shall provide its own computer hardware and software necessary to transmit and receive electronic orders.

(6.) All items will be identified by the manufacturer's name and part numbers and conform to the manufacturer's

CONTINUED ON NEXT PAGE

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

specifications.

(7.) All terms and conditions, including the contract maximum, of the vendor's basic contract, shall remain in full force and effect for any orders issued through ECAT and manual orders.

(8.) Individual ECAT delivery orders cannot be modified besides just being cancelled if approved by the Contracting Officer within five calendar days of order issuance. Vendors shall accept all orders issued through ECAT, and vendors are not authorized to reject (kill) any order without written preapproval of DLA.

(9.) In order to add/change items in ECAT, the items must first be added/changed under the basic contract. If any basic contract item changes, including items making up an ECAT administrative configuration (defined in Section 14. ii. below), the vendor shall immediately notify the Contracting Officer and shall not accept any orders for the item or ECAT administrative configuration until it matches the basic contract.

(10.) The following items shall not be offered under an ECAT administrative contract even if they are on the basic contract:

(i.) Any item, installation or service that is not pre-priced on the MediPrice loader catalog.
(ii.) Any incidental service that is not pre-priced on the MediPrice loader catalog.
(iii.) Non-TAA items currently on the MediPrice loader catalog under the Systems Components category as defined in TAA Compliance Section.
(iv.) Zero dollar items.

(11.) For all DoD customers, the vendor shall only offer and accept system requirements under their ECAT administrative contract where they agree to offer systems that meet DoD Cybersecurity and individual Military Service Risk Management Framework (RMF) requirements, along with having a supported operating system. By accepting any DoD requirement in ECAT, the vendor confirms that they have a valid RMF Authorization to Operate (ATO) or agrees to go through the RMF approval process and obtain an ATO. Additionally, vendors are required to complete and provide a completed service specific RMF Cybersecurity Questionnaire template upon request by the customer. A vendor performing on a DoD Customer order issued through ECAT constitutes agreement to comply with the applicable Services' RMF requirements.

Vendors may offer systems that do not meet DoD Cybersecurity RMF requirements under an administrative ECAT contract solely for purchase by non-DoD customers, such as the Veterans Administration. This must be noted on the vendor's MediPrice loader catalog by adding “NOT COMPLIANT WITH RMF” in the BEGINNING of the item's Product Description.

(12.) When applicable for a specific medical equipment item, the vendor shall only offer and accept system requirements under their ECAT administrative contract where they agree to offer systems that are able to interface with MHS GENESIS/Cerner Millennium Electronic Health Record (EHR). A vendor performing on a DoD Customer order issued through ECAT constitutes agreement to provide a system that shall interface with MHS Genesis/Cerner Millennium EHR. Applicability shall be determined prior to adding the item to ECAT.

(13.) Each individual item, defined as each item on the MediPrice loader catalog that has its own part number or administrative configuration part number and price, on an ECAT administrative contract shall be considered an end product; thus, it must be in compliance with the Trade Agreement Act (TAA).

(14.) The vendor must follow one of the following strategies for offering systems through ECAT:

CONTINUED ON NEXT PAGE

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

(i.) The entire system can be bought through a single part number.

(ii.)Vendors may offer ECAT administrative configuration part numbers for ease of ordering by customers for full systems where there is no single part number configuration offered and the end product system is built from multiple part numbers.
(A.) Each ECAT administrative configuration part number shall be comprised of existing part numbers that are already on the vendor's basic contract.
(B.) The total price of the ECAT administrative configuration part number must be at or below the combined price of all individual contract part numbers that make up the administrative configuration.
(C.) If any part number's pricing goes down on the basic contract, than the ECAT configuration price must be reduced accordingly.
(D.) ECAT administrative configuration part numbers may only be used for ordering through the administrative ECAT contract and cannot be used for regular orders through the basic contract.
(E.) ECAT administrative configuration part number additions and changes must occur via submission of an ECAT Administrative Configuration Form, supplemental to the MediPrice loader catalog spreadsheet, matching the item(s) in the basic contract. The MediPrice loader catalog and ECAT Administrative Configuration Form will be provided by the Contracting Officer to any contract holder considering to establish an administrative ECAT contract. Items or their pricing may not be changed without formal review, approval and upload to ECAT by DLA.

(iii.) The entire system can be bought by combination of a base system part number and additional customization part numbers already on the basic contract. The base system would be a partial configuration that all customers would receive and would be a single part number or single administrative configuration part number. Further customization to achieve a fully operational system would occur by adding a limited number of accessory or component part numbers on top of the base system. If utilizing this approach, the vendor must ensure that a customer can order a full system by selecting no more than 10 part numbers in ECAT. This method may result in multiple orders being issued that together would make up a single system. This could be caused by customer error or system issues, but the vendor would be obligated to accept all orders if using this method.

(c.) Electronic Catalog System (ECAT) Technical Requirements

(1.) The Contractor shall submit and maintain an Electronic Price and Product Catalog(s) listing all items available to the customers ordering under this contract. The submission of the data shall be by the MediPrice loader catalog template format.

(2.) For the most current guidelines to submit MediPrice additions, changes or deletions, refer to https://www.medical.dla.mil/Portal/ under the ECAT tab, and look for instructions on the left side of the screen under the subheading "Info For Suppliers." Any future updates to the ECAT catalog requirements will be listed on the website.

(3.) Electronic System Requirements

(i.) ECAT offers a browser-based supplier interface to allow contractors to respond to orders. ECAT employs the Web Supplier Interface [Supplier Order Management (SOM)] to facilitate electronic commerce (EC). The vendor must utilize Supplier Order Management. 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”). EDI interface is not allowed under any resultant contract.

(ii.) The contractor shall use the Supplier Order Management link within ECAT to acknowledge the order(s), provide a shipping date, shipping company, and tracking number within the ECAT software, which in turn will update the

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

customer's status.

(iii.) Profile information will be required for the individual/group receiving the e-mail notification of new orders. This will include, but is not limited to name, phone number, fax number, and e-mail address.

(iv.) The contractor shall provide its own computer hardware and software necessary to use Supplier Order Management. The contractor must have an Internet connection and a Web browser (Internet Explorer 10.0 or better is recommended).

VIII. TRADE AGREEMENT ACT (TAA) COMPLIANCE:

(a.) All orders shall comply with DFARS 252.225-7021 Trade Agreements.

(b.) Vendors may add to the contract any items categorized as "System Components" where they use a part number/ price structure that lists separately components that make up the end product. System Components allow addition of components to the contract that do not independently meet the requirements of the Trade Agreements Act (TAA), but are components of a higher level end product that is fully compliant with DFARS 252.225-7021 Trade Agreements. All the following conditions must be met by a System Component in order to be allowable under the contract and to comply with TAA regulations:

(1.) The item must be a component of a higher level end product that is TAA clause compliant and shall be essential to proper functioning of the higher level end product.

(2.) The System Components shall never be purchased individually and can only be ordered as part of the higher level end product that is fully TAA clause compliant. System Components cannot be put on the ECAT.

(3.) The items shall be identified in the MediPrice loader catalog by placing "COMPONENT" in the country of origin column followed by the country code.

(4.) The vendor shall provide all information typically provided for product addition requests for regular end products; including price, country of origin, product description, etc.; along with additional information specifying the system(s) that they are part of.

(5.) The price of a System Component or combination of System Components that are manufactured in non-TAA countries shall never constitute a majority of an end product system price or delivery order price.

(6.) The vendor certifies that all end products that are delivered to the Government under this contract are in full compliance with DFARS 252.225-7021 Trade Agreements.

SECTION D - PACKAGING AND MARKING

(a.) 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 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.

CONTINUED ON NEXT PAGE

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

(b.) Materiel shall be marked in accordance with commercial practice, any applicable regulatory requirements, and as stated in the delivery order.

(c.) 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 in the delivery order.

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE

252.211-7003 Item Unique Identification and Valuation (MAR 2016)

252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)

SECTION E - Inspection and Acceptance

I. GOVERNMENT INSPECTION, ACCEPTANCE, AND PAYMENT TERMS AND CONDITIONS

(a.) Payment Terms: Prompt Payment terms apply in accordance with 52.232-25 Prompt Payment. Delivery orders issued for equipment/systems not requiring installation shall be issued with 100% of the total price of the equipment/ system being paid after final inspection and acceptance has occurred. Vendors must utilize Wide Area Workflow (https://wawf.eb.mil/) and be registered to use WAWF for inspection, acceptance and payment purposes.

(b.) Final Inspection/Acceptance for Manual Delivery Orders Not Issued through ECAT:

(1.) Final Acceptance Procedures

Upon completion of delivery and after contractor makes available to the using activity any training (e.g. initial applications and operator training) required by the manufacturer to properly use the equipment, the equipment shall be turned over to the facility for clinical use. Concurrently, the contractor shall furnish a written notice of readiness for inspection using the WAWF system and ensure the following Government personnel cited on the delivery order are notified via email:

- DLA Troop Support Biomedical Engineer
- Service POC (if applicable)
- Local site POC

Clinical use will be presumed to begin on the day after the notice of readiness for inspection is received by the Government. The using activity must notify the Contracting Officer, contractor, Service Logistics Agency (on applicable DoD orders), and the DLA Troop Support Biomedical Engineer if clinical use is not initiated at this time.

Submission of the notice of readiness for inspection, and any other notice required by this provision by electronic mail is acceptable, provided that the party giving such notice obtains and preserves electronic evidence of receipt at the email address or addresses of the party or parties who have a right to notice under this clause. The Government shall provide appropriate email addresses on the delivery order.

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

(2.) Inspection and Testing

The Government shall have the right to inspect and test the equipment within 30 calendar days after receipt of the notice of readiness for inspection (the 30-day period) or thereafter during the warranty period if the Government fails to inspect and test during this “30-day period.” The contractor shall provide the necessary technical and applications personnel to perform the inspection (and any re-inspections), if necessary. The Government shall provide notice of acceptance of the equipment or of unsatisfactory inspection/test results to the contractor within 10 calendar days after the date of inspection. The latter notice shall identify to the contractor any deficiencies found during the inspection and whether the deficiencies were significant or not, and will provide the contractor 14 calendar days to correct such deficiencies. Contractors shall correct reported deficiencies at no additional cost to the Government and notify the Contracting Officer when all corrections have been made and the equipment is ready for re-inspection. Re-inspection (s) will be performed by the Government with all costs incurred being at the contractor's expense.

(3.) Warranty Effective Date

Any applicable warranty period will commence on the date the notice of readiness for inspection was submitted (unless the equipment is inspected during the 30-day period and one or more significant deficiencies are found and the system is taken out of clinical use). For systems failing the initial acceptance inspection and then accepted after a Government re-inspection(s), the warranty period will commence on the date the notice of readiness for the successful re-inspection was submitted. If the Government determines only minor (i.e., non-significant) deficiencies are found during inspection and clinical use continues, the warranty date will commence on the date the notice of readiness for inspection was submitted.

(4.) Clinical Use

Clinical use means the delivered equipment as determined by the Government performs the basic intended clinical function of the system in a safe manner for the purpose for which it was designed, with most or all system functionality, allowing the equipment to be used clinically. Clinical use does not include initial patient examinations or procedures during applications training.

If the equipment is put into clinical use by the Government for 30 calendar days after the inspection request, acceptance will occur thereafter as described below. However, if significant deficiencies in the equipment are identified during the 30-day period while it is in clinical use and clinical use ceases, the procedures under “No Clinical Use” will be followed. Clinical use is incompatible with and cannot continue in the event significant deficiencies are identified.

For systems in clinical use for 30 calendar days without significant deficiencies being identified during inspection (if inspection occurs), the contractor will notify the Government that the system has been in clinical use for this time period, and request acceptance and payment. The Government will confirm with the customer whether or not clinical use has occurred for 30 calendar days and, upon positive confirmation, the Government will issue a notice of acceptance and authorize payment (WAWF) within 30 calendar days after receiving the request. In the event that the Government is notified by the customer that clinical use has not occurred for 30 calendar days, the Government shall so notify the contractor within 10 calendar days after receiving the request for acceptance and payment. Within this notice, the Government will provide rationale for why the equipment was not used.

The failure of the Government to notify the contractor of its intent to dispute clinical use within 10 calendar days after receiving the request for acceptance and payment shall constitute acceptance on the part of the Government.

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

Acceptance under this paragraph shall not preclude the Government from exercising its rights later under any remedy available to the Government by federal law or regulation. In the event the Government has not conducted an inspection of the equipment within 30 calendar days of the date of the notice of readiness for inspection, during the period of clinical use, the Government shall have the right to inspect the equipment during the warranty period. Deficiencies discovered during the inspection shall be presented to the contractor for correction as appropriate under the terms of the warranty.

(5.) No Clinical Use

No clinical use means that delivered equipment does not perform the basic intended clinical function in a safe manner for the purpose for which it was designed or that most or all system functionality is not present, preventing the equipment from being used clinically during the 30-day period. If the equipment does not meet the criteria for clinical use, as defined in paragraph 4 above, the system will not be accepted without formal testing under paragraph 2, and final payment will not be issued until after the equipment satisfactorily passes inspection and acceptance as stated above.

(6.) Final Acceptance/Rejection Procedures

In the event the equipment is not placed in clinical use for 30 days, or is so placed and inspected and significant deficiencies are found, within 75 calendar days after receipt of the notice of readiness for inspection, the Government shall:
(i.) accept the equipment; or
(ii.) accept the equipment and request that identified defects be remedied under the contract's warranty provisions; or
(iii.) request the contractor propose an equitable offset in lieu of correcting defects or rejection; or
(iv.) reject and request removal of the equipment.

This section is not intended to affect the parties' rights and responsibilities provided in paragraphs 1 through 5 and paragraph 7 of the Acceptance Procedures.

When requested, the contractor shall propose offsets within five calendar days. If agreement is not reached with the Government on such offsets within five calendar days thereafter, additional discussion on offsets may continue at the mutual agreement of the contractor and Government, or, at the request of either party, the Government will cease any clinical use, reject and request removal of the equipment at vendor's cost. In cases of an offset, where the equipment is accepted by the Government, the commencement of the warranty period will be established by the Contracting Officer.

If equipment is rejected and the contractor is requested to remove such equipment, the contractor shall completely uninstall all equipment items and remove them within 10 calendar days from the Government premises at the contractor's expense.

(7.) Final Payment

Final payment is due 30 calendar days from the date of Government acceptance. In cases where the Government accepts an offset proposal, final payment (if any is owed) is due within 30 calendar days of the Government's acceptance of the proposal.

(8.) Payment Office and Invoicing Instructions:

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

Vendors shall use Wide Area Workflow (WAWF) for inspection, acceptance and invoicing. The following procedures will apply for all delivery orders:

(i.) The vendor shall send an official e-mail Notification of Delivery and Readiness for Inspection Testing to e-mail addresses specified in each order and copying the DLA Troop Support Biomedical Engineer. The Government shall have 30 calendar days to complete the Inspection Testing from the date of the e-mail notification. The subject line of this e-mail shall be "Notification of Delivery - Readiness for Inspection Testing Notification". This e-mail shall include the following as a minimum:

Complete contract number including delivery order number.
Description of the equipment and/or CLINs to be inspected.
The Delivery Location (Hospital/Facility Name, Room # & Base/City/State).
Contractor's notification POC information: Name, title, telephone # and e-mail address.
Contractor's Inspection POC: Name, title, telephone # and e-mail address.
Statement requesting customer to:
Confirm delivery
Inspect equipment
Relay results to DLA within 30 calendar days.

(ii.) Attach any applicable documentation such as Proof of Delivery or customer signoffs to e-mail and WAWF receiving report.

(iii.) An automated WAWF receiving report submission notification is not sufficient for the above notification requirement

(iv.) Concurrently with sending of the official e-mail notification, the contractor shall submit a "Material Inspection and Receiving Report" in the form of an Other/Other "Receiving Report (RR) Only" in Wide Area Workflow (WAWF).

Critical WAWF Codes for Other/Other Receiving Report:
Pay Office: SL4701
Issue By = SPE2D1
Admin By = SPE2D1
Inspect By = SPE2D1
Accept By = SPE2D1
Ship to: Provided in each delivery order

Errors in critical WAWF codes will result in delayed inspection of the receiving report and may require correction or resubmission prior to processing.

(v.) The DLA Troop Support engineer shall confirm delivery/inspection with the customer and "Inspect" (digitally sign) the receiving report within 30 calendar days, if no deficiencies are identified.

(vi.) The DLA Troop Support Contracting Officer shall "Accept" the receiving report within the same allotted 30 calendar days. A Contracting Officer is the only Government representative who can authorize acceptance in WAWF.

(vii.) After the inspection process is completed, the vendor shall create and submit an "Invoice Only" from the receiving report in WAWF. This results in a system generated e-mail stating that the invoice has been processed. Upon receipt of the contractor's invoice, payment will be made in accordance with contract terms. Submitting an

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

invoice prior to the processing of a receiving report may result in delay of payment.

(c.) Final Inspection/Acceptance for Orders Issued through ECAT:

(1.) Upon completion of delivery and after the contractor makes available to the using activity any training (e.g. initial applications and operator training) required by the manufacturer to properly use the equipment, the equipment shall be turned over to the facility for inspection and clinical use. The using activity shall either notify DLA of any issues that prevent acceptance or proceed to confirm all items have been received (inspect/accept) in ECAT, allowing the payment processing time to start if the vendor has submitted an invoice.

(2.) Concurrently as the item is delivered, the contractor shall submit an invoice through ECAT. The contractor shall submit invoices through the Supplier Order Management link. The contractor is required to verify that the invoice amount displayed in ECAT is correct, input an invoice number and click a submit button. ECAT will ensure that a detailed invoice is generated and sent to DFAS. Payment will be made 30 days after receipt of a valid invoice and confirmation by the customer that all items have been received. Payment will be made via electronic funds transfer (EFT) to the contractor's financial institution.

(i.) Access to submit an invoice will not be made available unless tracking information on the delivery order has been completed.
(ii.) A vendor must be registered in WAWF to be able to invoice and receive payment (see #3 below)
(iii.) Submitting an invoice prior to making a delivery is prohibited and may result in rejection of the invoice and delays in payment which would be considered as vendor caused.

(3.) In order to take advantage of invoicing through ECAT, the contractor must register with WAWF. After registering with WAWF, the contractor must inform the DLA Troop Support Contracting Officer to have invoicing capability enabled for its ECAT account. Prior to obtaining an WAWF account you must verify that your company is registered in the System for Award Management (SAM), and that your company's CAGE Code is active in WAWF. All WAWF users must complete the WAWF Self-Registration Form online at https://wawf.eb.mil.For additional information on the invoicing process under Supplier Order Management; Supplier Order Management guide is located at https://www.medical.dla.mil/Portal/ under the ECAT tab (subheading “Info for Suppliers”).

III. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE

52.246-2 Inspection of Supplies --Fixed-Price (AUG 1996)

52.246-16 Responsibility for Supplies (APR 1984)

SECTION F -Deliveries or Performance

I. DELIVERY REQUIREMENTS

(a.) Order delivery locations are located in both the contiguous United States (CONUS), which includes the 48 contiguous States and the District of Columbia as well as areas outside of the contiguous United States (OCONUS).

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

(b.) Vendors shall support all CONUS locations. Contract pricing should be provided on a F.O.B. Destination basis for all CONUS locations.

(c.) Vendors shall support Alaska, Hawaii, and U.S. Territories. Contract pricing should be provided on a F.O.B. Destination basis for Alaska, Hawaii, and U.S. Territories. Different F.O.B. Destination pricing other than offered for CONUS locations may be offered for Alaska, Hawaii, and/or U.S. Territories if it is consistent with the vendor's normal practice and can be determined as fair and reasonable by the Contracting Officer. Acceptable price support information shall be provided by the vendor to substantiate different pricing than for CONUS deliveries.

(d.) Vendors may be asked to support OCONUS locations outside of Alaska, Hawaii, and U.S. Territories. If the vendor agrees to delivery to OCONUS locations outside of Alaska, Hawaii, and U.S. Territories, F.O.B. Destination pricing shall be negotiated prior to order issuance to factor in any additional shipping charges.

(e.) The Government reserves the right to issue orders on a F.O.B. Origin basis.

(f.) The delivery schedule shall be established for each item as part of discussions and contract award or contract modification to add new items. It shall be the minimum requirement for each order type unless the Government elects to use an alternate delivery schedule that is specified in the Request for Offers (RFO) and/or delivery order.

(g.) Delivery dates specified on delivery orders may be adjusted upward by the contracting officer to coincide with the date the receiving location is ready to receive the ordered items. The contracting officer will advise the contractor of the new delivery date at least 15 days prior to the original or adjusted delivery dates.

II. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE

52.247-34 F.o.b. Destination (JAN 1991)

252.225-7013 Duty-Free Entry (DEVIATION 2020-O0019) (JUL 2020)DFARS

252.247-7023 Transportation of Supplies by Sea (FEB 2019) DFARS

SECTION G - CONTRACT ADMINISTRATION DATA

I. DELIVERY ORDER PLACEMENT PROCEDURES

This solicitation will result in Multiple Award, Fixed Price with EPA, Indefinite-Delivery/Indefinite-Quantity Contracts pursuant to FAR 16.504. All contract holders under the program offering the required supplies will be considered for each order. The evaluation criteria for order selection will be tailored to each requirement. Pricing

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

will always be a factor in order selection. Low price technically acceptable or trade-off factors may be used to make delivery order selections. All responding vendors to a Request for Offers (RFO) will have a fair opportunity to submit an offer for evaluation, unless an exception in FAR 16.505(b)(2) applies. RFO's shall spell out evaluation criteria and vendors may offer pricing lower than on their contract.

II. WARRANTY

(a.) WARRANTY FOR CONUS, ALASKA, HAWAII, AND US TERRITORIES

The Contractor shall provide a minimum of a one-year warranty from the warranty effective date established by the Government at final acceptance that includes all parts, labor, and adjustments necessary for normal operation of the equipment at a level meeting all requirements of the purchase description/salient characteristics/specifications. As part of warranty coverage, vendors may offer to repair/service small portable hand carried equipment via shipment of the unit back to the vendor.

(b.) WARRANTY SUPPORT FOR EQUIPMENT DEPLOYED AT OCONUS LOCATIONS (NOT INCLUDING ALASKA, HAWAII, AND US TERRITORIES)

The warranty should be able to accommodate that a system is at deployed at OCONUS locations and DLA customers must perform warranty repair work. The deployed OCONUS warranty shall be provided remotely/virtually, where Government personnel will carry out repairs with vendor remotely providing instructions and must include Technical Support Line Access (24 hours, 7 days a week) and provide repair part delivery. Alaska, Hawaii, and U.S. Territories would not fall under this warranty requirement and would have the same warranty provisions as CONUS locations.

III. ITEM ADDITION, CHANGE AND DELETION:

(a.) Item Additions: In addition to the items that are included in the initial award, the Government may add items to the contract that meet the scope outlined in the Statement of Work and which are determined to have a fair and reasonable price. At any time during the performance of this contract, the Contractor may request the addition of new items. The number of times additions are requested per calendar year may be limited at the discretion of the Contracting Officer.

(b.) Administration of Additions: Any requested additions must be approved by the Contracting Officer before they may be offered under the contract. In order to be considered, any addition request must include a completed spreadsheet using the contract MediPrice loader catalog Format (see Attachment A) with all required information completed. Additionally, certified cost or pricing data or other than certified cost or pricing data, similar to cost data submitted with initial offer for contract award, must be provided that supports the offered pricing. The items requested will go through a similar evaluation procedure as items under the initial proposal evaluation. Approval of addition requests shall be implemented by issuance of a contract modification along with the updated contract MediPrice loader catalog incorporating all additions.

(c.) Item Changes: At any time during the performance of this contract, the Contractor may request changes to an

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

item already on the contract MediPrice loader catalog, necessitated by changes in their offering. In order to be considered, any change request must include a completed spreadsheet using the contract MediPrice loader catalog Format (see Attachment A) with all required information completed. An acceptable explanation of why the change is required shall be submitted to support the request. Only downward price changes are allowable under these procedures and upward adjustment may only be processed in accordance with the EPA Clause. Vendors will be notified of approval of any change requests through issuance of a contract modification and an updated contract MediPrice loader catalog.

(d.) Item Deletions: At any time during the performance of this contract, the Government may elect to delete any item or items at no cost to the Government. Also, at any point during contract performance the Contractor may submit a request to delete items from the contract based on the items being obsolete, unavailable, out of production or superseded. All deletions from the contract shall be at no cost to the Government. Vendors will be notified of approval of any deletion requests through issuance of a contract modification and an updated contract MediPrice loader catalog. Vendors shall not delete any items that are required to meet contract or delivery order requirements.

(e.) Vendors are allowed to add, delete and change items on their contract that meet contract requirements and which can be justified by the Contracting Officer. An item is defined as an individual part number that has its own price, has a fixed description that would result in the same item being provided each time, and is broken out with its own price on the vendor's quotes. It may be a full system or component of a system. All items must be submitted in the correct format, with all required information, and be within scope of the contract. Finally, all items must have pricing that the Contracting Officer can determine as fair and reasonable and this can only be done with additional price support information. Vendors must submit a complete Request for Modification (RFM) package that contains all required information.

(f.) Required Request For Modification (RFM) Submission Items:

(1.) RFM Spreadsheet: Completed spreadsheet that contains all items being added, deleted and/or changed along with part numbers, items descriptions, pricing (list and discount), and price support information (see below).

(i.) Vendors shall use the MediPrice format as the RFM Spreadsheet.

(ii.) The RFM Spreadsheet shall be used to determine sample size and provide summary price support information.

(2.) Price Support Information: Certified Cost or Pricing Data or Other than certified cost or pricing data, similar to what was provided as offers prior to contract award, must be provided. Vendors should seek the Contracting Officer's guidance on appropriate price support data.

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

(3.) Vendor Certification: The vendor shall provide the following written required certification points:

- All offered items have FDA 510(k) premarket notification (if required).
- All of the information supplied in this request is current, accurate, and complete.
- No previously deleted products are now being offered at a higher cost.
- The submitter of this RFM is an authorized signatory for the company as provided for under the current contract.

(4.) Modifications to change items requesting to increase the pricing of existing items are not acceptable beyond the EPA provision.

C09 Economic Price Adjustment - Department of Labor Index (AUG 2017) DLA

(a) Warranties. The contractor warrants that --
(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
(2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.
(b) Definitions. As used throughout this clause -
(1) "Index" for the purpose of price adjustment under this clause shall be the Producer Price Index(es) reported in the monthly publication entitled, “Producer Price Indexes”, published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): PCU33913391, Medical equipment & supplies mfg, not seasonally adjusted; or the Employment Cost Index(es) reported in the quarterly publication entitled, “Employment Cost Indexes,” published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): Not Applicable (NA).
(2) "Base index" is the arithmetic average of the final version of the indexes published for the 3 months, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.
(3) "Adjusting index" shall be the 12 month arithmetic average of the [ ] first published or [X] final version of the index for the 12 months, prior to the month in which the adjusting contract modification is effective.
(4) "Base unit price" is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause.
(5) “Adjustment period” is the period during which a particular adjustment to the unit price under this clause (calculated at the beginning of the adjustment period) will be applicable. The length of each adjustment period in months shall be calculated by dividing 12 by the number of adjustments allowed per year in (c)(1) below.

(c) Adjustments. Prior to the end of each adjustment period, the contracting officer shall calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the contracting officer and will show the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall be applicable to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The price adjustment(s) for each adjustment period will be based on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the

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

base unit price.
(1) The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting index is less than the base index. There shall be one price adjustment per contract year.
(2) Example of adjustment calculation:
Base Index= 109.88*
Adjusting Index = 112.72*
Less base index = 109.88
Change to index = 2.84
Divide change to index by base index = 2.84 / 109.88 = .02585 (2.585%)**
Multiply by the base unit price = $50.00 x .02585 = $1.29***
= Unit Price Adjustment
Adjusted unit price = $51.29
*In computing the base and adjusting indexes, the contracting officer will round the resulting figure to the second decimal place.
**The contracting officer will round this number to the fifth decimal place.
***The contracting officer will round all dollar figures to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment clause, unless the BLS series is based on indices below the six-digit level (an index “below the six-digit level” in BLS usage means an index whose identifier exceeds six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed 10% (percent) of the original base unit price, except as provided hereafter.
(1) If at any time the contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the contractor shall promptly notify the contracting officer in writing of the expected increase. The notification shall include a revised ceiling the contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the contracting officer.
(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the contracting officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the contracting officer shall so promptly notify the contractor in writing.

(e) Invoices. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. Paragraph applies only if “first published index” is selected in paragraph (b)(3) above. The contractor may request a retroactive adjustment for orders that have been delivered during an adjustment period for which payment has already been made, based on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, and subject to the adjustment ceiling in (d) above and when the following conditions are met:
(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used, and identifies all invoices and payments to which it is applicable, cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.
(2) No retroactive equitable adjustment shall be made under this clause unless the total dollar change for items delivered is $500.00 or more for the applicable adjustment period(s).
(3) The contractor's written request must be received by the contracting officer within 45 days following publication of the final revised index. The Government shall be entitled to a downward adjustment based on the difference

CONTINUED ON NEXT PAGE

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

between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of index. In the event - (1) Any applicable index is discontinued or its method of derivation is altered substantially; or (2) The contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(i) Disputes. Any dispute arising under this clause shall be determined in accordance with and subject to the "Disputes" clause of the contract.

IV. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

252.243-7001 Pricing of Contract Modifications (DEC 1991) DFARS

252.243-7002 Requests for Equitable Adjustment (DEC 2012) DFARS

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.202-1 Definitions (NOV 2013)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

CONTINUED ON NEXT PAGE

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

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)

52.210-1 Market Research (JUN 2020)

52.211-5 Material Requirements (AUG 2000)

52.215-2 Audit and Records - Negotiation (JUN 2020)

52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)

52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION 2018-O0015) (MAY 2018)

52.215-13 Subcontractor Certified Cost or Pricing Data --Modifications (DEVIATION 2018-O0015) (MAY 2018)

52.215-14 Integrity of Unit Prices (JUN 2020)Alternate I (OCT 1997)

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)

52.215-16 Facilities Capital Cost of Money (JUN 2003)

CONTINUED ON NEXT PAGE

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

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)

52.215-19 Notification of Ownership Changes (OCT 1997)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data --Modifications (JUN 2020)Alternate III (OCT 1997).

52.215-22 Limitations on Pass-Through Charges --Identification of Subcontract Effort (OCT 2009)

52.215-23 Limitations on Pass-Through Charges (JUN 2020)

52.219-8 Utilization of Small Business Concerns (OCT 2018)

52.219-9 Small Business Subcontracting Plan (DEVIATION 2018-O0018) (AUG 2018) Alternate II (NOV 2016)

52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999)

52.222-3 Convict Labor (JUN 2003)

52.222-19 Child Labor --Cooperation With Authorities and Remedies (DEVIATION 2020-O0019) (JUL 2020)

52.222-21 Prohibition of segregated facilities (APR 2015)

52.222-26 Equal Opportunity (SEP 2016)

52.222-35 Equal Opportunity for Veterans (JUN 2020)

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

52.222-37 Employment Reports on Veterans (JUN 2020)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-50 Combating Trafficking in Persons (JAN 2019)

52.222-54 Employment Eligibility Verification (OCT 2015)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (JUN 2020)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.227-1 Authorization and Consent (JUN 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)

CONTINUED ON NEXT PAGE

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

52.227-3 Patent Indemnity (APR 1984)

52.227-9 Refund of Royalties (APR 1984)

52.229-3 Federal, State, and Local Taxes (FEB 2013)

52.232-1 Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-11 Extras (APR 1984)

52.232-17 Interest (MAY 2014)

52.232-23 Assignment of Claims (MAY 2014) Alternate I (APR 1984).

52.232-25 Prompt Payment (JAN 2017)

52.232-33 Payment by Electronic Funds Transfer --System for Award Management (OCT 2018)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.233-1 Disputes (MAY 2014)

52.233-3 Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.242-5 Payments to Small Business Subcontractors (JAN 2017)

52.242-13 Bankruptcy (JUL 1995)

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

52.243-1 Changes - Fixed-Price (AUG 1987)

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (JUN 2020)

52.246-23 Limitation of Liability (FEB 1997)

52.246-24 Limitation of Liability --High-Value Items (FEB 1997) Alternate I (APR 1984).
(This clause shall apply only to those items or systems, made of multiple items, that are valued at $100,000.00 or greater)

52.249-2 Termination for Convenience of the Government (Fixed-Price)(APR 2012)

CONTINUED ON NEXT PAGE

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

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011) DFARS

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008) DFARS

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS

252.203-7003 Agency Office of the Inspector General (AUG 2019) DFARS

252.203-7004 Display of Hotline Posters (AUG 2019) DFARS

252.204-7003 Control of Government Personnel Work Product (APR 1992) DFARS

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019) DFARS

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016) DFARS

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEC 2019) DFARS

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) DFARS

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019) DFARS

252.215-7002 Cost Estimating System Requirements (DEC 2012) DFARS

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEC 2019) DFARS

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013) DFARS

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2017) DFARS

252.225-7004 Report of Intended Performance Outside the United States and Canada --Submission after Award (MAY 2019)

252.225-7012 Preference for Certain Domestic Commodities (DEC 2019) DFARS

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) DFARS

252.225-7021 Trade Agreements (DEVIATION 2020-O0019) (JUL 2020) DFARS

252.225-7048 Export-Controlled Items (JUNE 2013) DFARS

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-

CONTINUED ON NEXT PAGE

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

O0006) (FEB 2020) DFARS

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019) DFARS

252.231-7000 Supplemental Cost Principles (DEC 1991) DFARS

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018) DFARS

252.232-7006 Wide Area WorkFlow Payment Instructions (DEC 2018) DFARS

252.232-7010 Levies on Contract Payments (DEC 2006) DFARS

252.244-7000 Subcontracts for Commercial Items (JUN 2013) DFARS

252.244-7001 Contractor Purchasing System Administration ALTERNATE I (MAY 2014) DFARS

252.246-7003 Notification of Potential Safety Issues (JUN 2013) DFARS

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016) DFARS

252.246-7008 Sources of Electronic Parts (MAY 2018) DFARS

II. THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through last day of base period or last day of option period, if exercised..

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

(c) A delivery order or task order is considered “issued” when --

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

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

(3) If sent electronically, the Government either --

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

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

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

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

52.216-22 Indefinite Quantity (OCT 1995)

(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 180 days from final contract expiration.

52.216-32 Task-Order and Delivery-Order Ombudsman (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Robert Panichelle
Telephone: (215) 737- 5855
Email: robert.panichelle@dla.mil
700 Robbins Avenue
Philadelphia, PA 19111

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

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

(a) The Government may extend the term of this contract by written notice to the Contractor no later than two (2) days prior to the expiration date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

CONTINUED ON NEXT PAGE

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

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not extend beyond 10 years.

52.252-2 Clauses Incorporated by Reference (FEB 1998

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

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

Note: *The vendor should select "Title 48 - Federal Acquisition Regulations System" from the main web page and then select browse parts "52-99" to access FAR clauses/provisions or select browse parts "200-299" to access DFARS clauses/provisions.*

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following commercial clause shall only apply to commercial items that are components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services that for noncommercial medical systems, devices or equipment that the vendor has on contract or previously had on a contract awarded under this Solicitation. For such items, other sections of the solicitation are also applicable, unless in conflict with the commercial clause.

This clause does not apply to noncommercial medical systems, devices or equipment that the vendor has on contract or previously had on a contract awarded under this Solicitation, as well as noncommercial items that are components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services. This clause also does not apply to items that become commercial after already having been included in the contract through initial award or contract addition.

52.212-4 Contract Terms and Conditions --Commercial Items (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in

CONTINUED ON NEXT PAGE

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

accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

CONTINUED ON NEXT PAGE

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer --Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment --(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the --

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the

CONTINUED ON NEXT PAGE

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

period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on --

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(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 it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act

CONTINUED ON NEXT PAGE

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

violation (31 U.S.C. 1341), the following shall govern:

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

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

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

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment A - MediPrice Loader Catalog: Required format to submit offered pricing and item information.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

I. THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

52.204-7 System for Award Management (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)

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

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011) DFARS

II. THE FOLLOWING PROVISIONS ARE INCORPORATED IN FULL TEXT:

CONTINUED ON NEXT PAGE

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

52.204-8 Annual Representations and Certifications (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334510.

(2) The small business size standard is 1,250.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless --

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements --Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that --

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

CONTINUED ON NEXT PAGE

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

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services --Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations --Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance --Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals --Representation. This

CONTINUED ON NEXT PAGE

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

provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American --Free Trade Agreements --Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan --Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran --Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

_**X**_ (i) 52.204-17, Ownership or Control of Offeror.

_**X**_ (ii) 52.204-20, Predecessor of Offeror.

_**X**_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

_**X**_ (vii) 52.227-6, Royalty Information.

X_ (A) Basic.

CONTINUED ON NEXT PAGE

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

__ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --

CONTINUED ON NEXT PAGE

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representations. The Offeror represents that --

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

CONTINUED ON NEXT PAGE

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

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

52.209-13 Violation of Arms Control Treaties or Agreements --Certification (JUL 2020)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

_____ (1) The Offeror certifies that --

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant

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

factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

_____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless --

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the

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

President of the United States has --

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

52.225-18 Place of Manufacture (AUG 2018)

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) [ ] Outside the United States.

52.230-1 Cost Accounting Standards Notices and Certification (DEVIATION 2018-O0015) (MAY 2018)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to

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

full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT --COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $2 million resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:
_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:
_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award

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

resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS --ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE
If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS
The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

52.230-7 Proposal Disclosure --Cost Accounting Practice Changes (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ]Yes [ ]No

If the offeror checked “Yes” above, the offeror shall --

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

CONTINUED ON NEXT PAGE

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

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

252.204-7007 Alternate A, Annual Representations and Certifications (APR 2020) DFARS

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

___ (i) Paragraph (e) applies.

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

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

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

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus --Representation. Applies to all solicitations with institutions of higher education.

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

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

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

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

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

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

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

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

____ Use with Alternate I.

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

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

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

Certificate.

____ Use with Alternate I.
____ Use with Alternate II.
____ Use with Alternate III.
____ Use with Alternate IV.
____ Use with Alternate V.

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

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

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision # Title Date Change

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

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services --Representation (DEC 2019) DFARS

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its

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

offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

252.225-7974 Representation Regarding Business Operations with the Maduro Regime. (Deviation 2020-O0005) (FEB 2020) DFARS

(a) Definitions. As used in this provision --
"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."
"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.
"Person" means --
(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and
(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.
(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government

CONTINUED ON NEXT PAGE

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

of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.
(c) Representation. By submission of its offer, the Offeror represents that the Offeror --
(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

52.233-9001 Disputes - Agreement to Use Alternative Dispute Resolution (ADR) (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.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

I. GENERAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION

(a) Submission of offers. Submit signed and dated offers in accordance with Section A solicitation instructions at or before the exact time specified in this solicitation. Offers must also acknowledgment any solicitation amendments. Offers which are received after the exact time specified in the solicitation will be considered late and treated in accordance with FAR 15.208

(b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 240 calendar days from the date specified for receipt of offers.

(c) Contract award. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting

CONTINUED ON NEXT PAGE

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

Officer to be necessary. The Government may reject any or all offers if such action is in the public interest and waive informalities and minor irregularities in offers received.

II. SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION

All the following paragraphs, (a.) through (m.), must be fully addressed by a vendor in order to be considered for award.

(a.) AGREEMENT TO ALL SOLICITATION TERMS AND CONDITIONS: A proposal must satisfactorily meet all solicitation requirements and the vendor must not take exception to any terms or conditions. This includes providing all required information; providing a signed and completed copy of the solicitation, any amendments, certifications and attachments. This includes satisfactorily completing all certifications in Section K. **All vendors shall provide a signed, written certification stating that the vendor shall fully comply with all solicitation requirements and are not taking exception to any terms or conditions.**

(b.) PROPOSAL PRICING (MediPrice loader catalog): Proposed pricing shall be submitted using the attached MediPrice loader catalog excel spreadsheet format (Attachment A of the solicitation) that includes all mandatory data elements and shall fully comply with Statement of Work. All items must be in scope of the solicitation.

(c.) CERTIFIED COST OR PRICING DATA: The vendor must provide certified cost or pricing data in accordance with clause DFARS 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data for all end product medical systems, devices or equipment. The vendor must complete and use FAR TABLE 15-2, Instructions for Submitting Cost/Price Proposals when Certified Cost or Pricing Data is required and DFARS 252.215-7009 Proposal Adequacy Checklist to prepare their offer (table and checklist appear below). For any components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services for end product medical systems, devices or equipment; other than certified cost or pricing data may be required.

(d.) FDA CERTIFICATION: Proof of FDA 510(k) premarket notification, for all offered products that require this certification, must be provided.

(e.) HISTORICAL SALES OR ESTIMATED FUTURE SALES: The vendor must provide **information on the past year of sales to DoD and to other Federal Government Agencies for all offered products.** Provide the total dollar value of sales on government contracts performed in the past year. Provide the Contract number, name, point of contact and phone number of your three largest accounts and the dollar value of the account(s). If there were no sales in the past year, then provide older sales data. If the item has never been sold, then the vendor must provide future estimated sales to the Government. This should include the basis for the estimate to include which specific Government customers have shown interest in the product. The Government reserves the right to contact potential customers to determine the level of interest. Lack of Government customers may result in rejection of the vendor's offer. By providing contact information for the three largest accounts, the vendor consents to DLA contacting the account holder to verify this information. By providing information about potential customers, the vendor consents to DLA contacting those potential customers to verify and discuss their level of interest in the offeror's products.

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

(f.) SUBCONTRACT PLAN (FOR LARGE BUSINESS ONLY): Offerors that are a large business shall submit, for approval, an Individual Small Business Subcontracting Plan.

(g.) PRODUCT DESCRIPTIONS: Vendors shall provide Specifications, system trees (offeror's logic progression for developing a complete system, if not pre-determined), and/or descriptive literature corresponding to each end product medical systems, devices or equipment offered for award under this solicitation. This submission shall be provided using Microsoft Excel, Adobe PDF or Microsoft Word format.

(h.) SUPPLY AVAILABILITY ASSURANCE (ONLY FOR NON-MANUFACTURERS SUCH AS DEALERS AND AUTHORIZED DISTRIBUTORS): If other than the Original Equipment Manufacturer (OEM) of the end product medical systems, devices or equipment being offered, the offeror shall be responsible for meeting all solicitation requirements, not the OEM. Note that this written certification is not applicable to any components, training, repair parts, consumables, accessories, networking/interfacing, upgrades, software, and incidental services for end product medical systems, devices or equipment being offered under this solicitation. The non-manufacturer offeror shall provide a written certification that they understand and shall comply with all solicitation requirements, along with providing a letter of commitment from the manufacturer. The non-manufacturer offer certification shall also specifically certify that the vendor shall comply with each of the following Statement of Work requirements:
(1.) The offeror shall deliver equipment and provide warranty coverage for all CONUS locations along with locations in Alaska, Hawaii, and U.S. Territories. The offeror shall provide deployable OCONUS warranty as detailed in the warranty section.
(2.) The offeror shall comply with all inspection, acceptance, and payment terms outlined in the solicitation.
(3.) The offeror shall ensure servicing and replacement parts are available, and that it is able to provide the parts for a period of 5 years.
(4.) The offeror shall be responsible for ensuring that all DoD Cybersecurity/Risk Management Framework requirements are met for each system provided in a delivery order.
(5.) A dealer must submit Certified Cost or Pricing Data as required by the solicitation and fully support any audit.
(6.) The offeror must submit with its proposal a letter of commitment from the manufacturer which will assure that the offeror will be able to source manufacturers' items and satisfy the Government's requirements for the contract period. This requirement must be met prior to contract award.

(i.) BUSINESS CODE OF ETHICS: The vendor shall provide written confirmation that they will comply with FAR 52.203-13, Contractor Code of Business Ethics and Conduct, including providing the Contracting Officer with a copy of their Code of Business Ethics and Conduct within 30 days of contract award and making a copy of the code available to each employee engaged in performance of the contract.

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

(k.) GOVERNMENT FUNDING DISCLOSURE: The vendor must disclose any Government funding or support in developing a product being offered under this solicitation. This includes any Government Research and Development

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

contract and/or Government grants. If a product was developed fully or partially through Government funding and support, the vendor must provide full details regarding what funding and support was provided, to include contract number(s), monetary amount, non-monetary support details and Government point of contact. The Government support shall be factored in determining a fair and reasonable price.

(l.) REPAIR PARTS, ACCESSORIES, CONSUMABLES, AND SYSTEMS TOOLS LIST: Vendor shall provide a full listing of all repair parts, accessories, consumables, and tools (must include a description, weight, dimensions, Country of Origin, and price) and distinguish the items to be considered high-failure repair parts (identified by Original Equipment Manufacturer (OEM) and Government). The list must include non-TAA clause compliant items that cannot be included in the contract.

I. THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

52.204-22 Alternative Line Item Proposal (JAN 2017)

52.207-6 Solicitation of Offers From Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (OCT 2016)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016) DFARS

252.225-7003 Report of Intended Performance Outside the United States and Canada --Submission with Offer (OCT 2015) DFARS

II. THE FOLLOWING PROVISIONS ARE INCORPORATED IN FULL TEXT:

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Fixed Priced with EPA multiple-award Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Anthony Giunta (anthony.giunta@dla.mil).

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

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

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

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

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 Clauses: https://www.ecfr.gov
DFARS Clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.htmlDLAD Clauses: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

Note: *The vendor should select "Title 48 - Federal Acquisition Regulations System" from the main web page and then select browse parts "52-99" to access FAR clauses/provisions or select browse parts "200-299" to access DFARS clauses/provisions.*

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an

independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

FAR Table 15-2 --Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required
(FAILURE TO FOLLOW THESE INSTRUCTIONS MAY LEAD TO REJECTION OF THE VENDORS OFFER)

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

Note 1: There is a clear distinction between submitting certified cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of certified cost or pricing data is met when all accurate certified cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later data come into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the data relate to the offeror's price proposal. The requirement for submission of certified cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. General Instructions

A. You must provide the following information on the first page of your pricing proposal:
(1) Solicitation, contract, and/or modification number;
(2) Name and address of offeror;

CONTINUED ON NEXT PAGE

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

(3) Name and telephone number of point of contact;

(4) Name of contract administration office (if available);

(5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);

(6) Proposed cost; profit or fee; and total;

(7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;

(8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

(9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

(10) Date of submission; and

(11) Name, title, and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the certified cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal --

(1) Certified cost or pricing data (as defined at FAR 2.101). You must clearly identify on your cover sheet that certified cost or pricing data are included as part of the proposal.

(2) Information reasonably required to explain your estimating process, including --

(i) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

(ii) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the “Formats for Submission of Line Item Summaries” section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

II. Cost Elements

CONTINUED ON NEXT PAGE

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

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. *Materials and services.* Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor certified cost or pricing data and data other than certified cost or pricing data as part of your own certified cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit certified cost or pricing data.

(1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) *All Other.* Obtain certified cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (*i.e.*, adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either $13.5 million or more, or both more than the pertinent certified cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor certified cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included as part of your own certified cost or pricing data. You must also submit any data other than certified cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. *Direct Labor.* Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. *Indirect Costs.* Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. *Other Costs.* List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. *Royalties.* If royalties exceed $1,500, you must provide the following information on a separate page for each separate royalty or license fee:

CONTINUED ON NEXT PAGE

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

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers.
(4) Patent application serial numbers, or other basis on which the royalty is payable.
(5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
(6) Percentage or dollar rate of royalty per unit.
(7) Unit price of contract item.
(8) Number of units.
(9) Total dollar amount of royalties.
(10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.202 and 31.205-37).

F. *Facilities Capital Cost of Money.* When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

III. Formats for Submission of Line Item Summaries

A. New Contracts (Including Letter Contracts)

Cost elements (1)	Proposed contract estimate—total cost (2)	Proposed contract estimate—unit cost (3)	Reference (4)

Column and Instruction

(1) Enter appropriate cost elements.
(2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.
(3) Optional, unless required by the Contracting Officer.
(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

B. Change Orders, Modifications, and Claims

Cost elements (1)	Estimated cost of all work deleted (2)	Cost of deleted work already performed (3)	Net cost to be deleted (4)	Cost of work added (5)	Net cost of change (6)	Reference (7)

Column and Instruction

(1) Enter appropriate cost elements.

CONTINUED ON NEXT PAGE

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

(2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

(3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.

(4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

(5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

(6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.

(7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

C. Price Revision/Redetermination

Cut off date (1)	Number of units completed (2)	Number of units to be completed (3)	Contract amount (4)	Redetermination proposal amount (5)	Difference (6)	Cost elements (7)	Incurred cost—preproduction (8)	Incurred cost—completed units (9)	Incurred cost—work in process (10)	Total incurred cost (11)	Estimated cost to complete (12)	Estimated total cost (13)	Reference (14)

(Use as applicable).

Column and Instruction

(1) Enter the cutoff date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted.

(3) Enter the number of units remaining to be completed under the contract.

(4) Enter the cumulative contract amount.

(5) Enter your redetermination proposal amount.

(6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

(7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

CONTINUED ON NEXT PAGE

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

(8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.

(9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.

(10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(11) Enter total incurred costs (Total of Columns (8), (9), and (10)).

(12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(13) Enter total estimated cost (Total of Columns (11) and (12)).

(14) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

252.215-7009 Proposal Adequacy Checklist (JAN 2014) DFARS

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

CONTINUED ON NEXT PAGE

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

PROPOSAL ADEQUACY CHECKLIST

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established		

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

		estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		

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

6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		

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

11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
COST ELEMENTS				
MATERIALS AND SERVICES				

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

14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
EXCEPTIONS TO CERTIFIED COST OR PRICING DATA				

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

18.	FAR 52.215-20 FAR 2.101, "commercial item"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		

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

19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
		INTERORGANIZATIONAL TRANSFERS		
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
		DIRECT LABOR		
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		

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

25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
		INDIRECT COSTS		
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
		OTHER COSTS		
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-2?		

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

29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
		FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES		
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
		OTHER		
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		

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

34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (JUL 2019) DFARS

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

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

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

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

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

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

(b) Exceptions from certified cost or pricing data.

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

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

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

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include --

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

(B) For items priced based on a catalog --

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

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

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

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

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

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

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

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

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

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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

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

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

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

(3) Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(4) Subcontract price evaluation.

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

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

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

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

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

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

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

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

252.215-7012 Requirements for Submission of Proposals via Electronic Media (JAN 2018) DFARS

The Offeror shall submit the cost portion of the proposal via the following electronic media: See DIBBS website for upload instructions

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

SECTION M - EVALUATION FACTORS FOR AWARD

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

(b.) Solicitation Requirements: Vendors shall be evaluated to determine if they meet the minimum requirements of the solicitation which includes having satisfactorily submitted all applicable information requested in the solicitation. This also includes determining if the offeror is responsible. Lack of adequate documentation in a proposal to support any portion of the Solicitation Requirements may result in rejection of the proposal; however, if discussions are held, vendors may be permitted to provide revised/additional supporting documentation.

(c.) 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. Certified cost or pricing data shall be used as basis for determining all end product medical systems, devices or equipment as fair and reasonable. Other than cost or pricing data may be used for all other items.

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

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

SECTION J - LIST OF ATTACHMENTS

List of Attachments

File Name	Description
ATTACH_Mediprice_Loader_NCME	Mediprice Loader Catalog.xlsx
ATTACH_Continuation_Pages_NCME	Solicitation - NCME Program (9-17-20)-