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

1. REQUISITION NUMBER
0011524075-0001

2. CONTRACT NO.
W911SR20C0048

3. AWARD/EFFECTIVE DATE
03-Aug-2020

4. ORDER NUMBER

5. SOLICITATION NUMBER
W911SR20R0003

6. SOLICITATION ISSUE DATE
22-May-2020

7. FOR SOLICITATION

8. OFFER DUE DATE/LOCAL TIME
01:00 PM 29 May 2020

9. ISSUED BY
USA CONTRACTING CMD-APG. - W911SR
EDGEOFU CONTRACTING DIVISION
8466 BRIGADE STREET
BLDG E4215
ABERDEEN PROVING GROUND MD 21010-5401

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

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

12. DISCOUNT TERMS
Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION
RFQ IFB X RFP

15. DELIVER TO
JPEO-CBRND

16. ADMINISTERED BY

17a. CONTRACTOR/ Offeror
CODE OFMN3

18a. PAYMENT WILL BE MADE BY
CODE HQD490

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

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES
SEE SCHEDULE

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$6,260,000.00

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

30c. DATE SIGNED
08-03-2020

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212
|-------------|----------------------------------|--------------|---------|----------------|-----------|

**SEE SCHEDULE**

32a. QUANTITY IN COLUMN 21 HAS BEEN

[ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

[ ] COMPLETE [ ] PARTIAL [ ] FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS
STATEMENT OF WORK

PROCUREMENT OF SAFETY NEEDLES AND SYRINGES FOR COVID-19

1.0 **SCOPE:** The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish the necessary resources as specified in this Statement of Work (SOW), to manufacture and/or supply Safety Needles and Syringes.

2.0 **BACKGROUND:**

On Friday, March 13, 2020, the President declared a national emergency concerning the novel coronavirus disease (COVID-19) under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act).

The mission of the Division of Strategic National Stockpile (DSNS), of the United States (U.S.) Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR), is to ensure the availability and rapid deployment of life-saving pharmaceuticals, antidotes, other medical supplies, and equipment necessary to counter the effects of nerve agents, biological pathogens, and chemical agents. When state, local, tribal, and territorial public health and medical systems request federal assistance to support their response efforts, DSNS ensures the right medicines and supplies get to those who need them most during an emergency. When the vaccine becomes available the Government will have an immediate need to begin vaccinating the entire U.S. population. To administer the vaccine the Government will require needles and syringes to be available.

There is an insufficient domestic supply of safety needles and syringes to meet the projected needs to vaccinate the nation’s entire population against COVID-19. Should vaccine programs be accelerated, demand could outpace available devices to administer a vaccine.

3.0 **OBJECTIVE:** The HHS currently has contracts in place with three (3) major manufacturers to provide needles and syringes supplies to support the initial preparedness needs at the onset of a pandemic outbreak. The objective of this acquisition is to supplement the current supply and establish contracts with additional manufacturers and suppliers to provide a quantity of up to 500 million safety needles and syringes supplies.

4.0 **REQUIREMENTS:**

4.1. **General:**

4.1.1. The Contractor shall “host” a *Kick-Off Meeting* within one (1) calendar day after contract award via teleconference. The Contractor shall provide *Meeting Minutes* containing a detailed overview of the meeting discussions in accordance with (IAW) Contract Data Requirements List
4.1.1.1. The Contractor shall provide a Certificate of Analysis with each shipment per the DD Form 1423, Contract Data Requirements List (CDRL) A002, confirming the supplies described below meet the Performance Specifications in paragraph 4.2 below.

4.1.2. The Contractor shall provide copies of 510(k) Approval Letters for ALL supplies (dispensing syringes or needles) to demonstrate compliance with Section 510(k) of the Food, Drug and Cosmetic Act as part of their proposal. The Contractor shall provide, if necessary, 510(k) Approval Letters Updates if any information from the initial 510(k) Approval Letters is changed/needs to be updated.

4.1.2.1.1. The Contractor shall ensure all supplies have a “Shelf-Life” with expiration dates of no less than five (5) years from the date of sterilization, and must have at least four (4) years of remaining expiry from the time of shipment.

4.1.2.1.2. The Contractor shall only use Current Good Manufacturing Practice (cGMP) processes to manufacture the needles and syringes.

4.1.2.1.3. Period of Performance/Delivery Dates. See the “Delivery Schedule” section of this Contract and “Attachment 2-Shipping Information” for all delivery requirements and shipping locations.

4.2. Technical Requirements:

4.2.1. The Contractor shall provide sterile needle (with Luer hub connection) and syringe (with Luer lock connection) units approved by the Food and Drug Administration (FDA) and comply with Occupational Safety and Health Administration (OSHA) Needlestick Safety and Prevention Act requirements as a “safety-engineered product.” Safety-engineered supplies include needles preventing sharp injuries by either; being completely enclosed after use by an attached shield, or be fully retracted within the syringe. The Contractor may provide individual syringes and individual needles as long as there is a one-to-one (1:1) ratio. In order to meet the specified quantities upon contract award and comply with the specifications in this SOW, the following may be provided: (1) individually wrapped sterile syringes with individually wrapped sterile needles in a one-to-one (1:1) ratio, (2) sterile needle/syringe combination unit, or (3) a mixture of sterile combination units and individually wrapped sterile syringes with equal number of individually wrapped sterile needles.

4.2.2. The Contractor shall only provide acceptable product sizes as described below:

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<th>Syringe</th>
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<td>3mL</td>
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4.2.3. **Dispensing Syringe:** *Description:* A dispensing syringe allows for the controlled and precise flow of liquid. The dispensing syringe is used to inject medications or other liquids into body tissues. Manual syringes consist of a barrel, stopper, and plunger.

4.2.3.1. The Contractor shall ensure dispensing syringes comply with Title 21 Code of Federal Regulations (CFR) 880.5860 and follow International Standards Organization (ISO) 7886-1:2017 and the following material specifications:

4.2.3.1.1. A device intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle;

4.2.3.1.2. Heavy duty barrel - The barrel has a scale showing the capacity of the syringe.

4.2.3.1.3. Stopper - The stopper maintains the fluid in the barrel between the syringe nozzle and the plunger;

4.2.3.1.4. Plunger - The plunger is used to aspirate and inject fluids into and out of the syringe;

4.2.3.1.5. Disposable;

4.2.3.1.6. **Luer lock** to accept luer hub applicator (e.g. needle);

4.2.3.1.7. Sizes as specified in Section 4.2.2 above; and

4.2.3.1.8. Sterile individually wrapped packaging.

4.2.4. **Hypodermic Needle:** *Description:* A Hypodermic needle is a slender, hollow instrument for introducing material into the body parenterally.

4.2.4.1. The Contractor shall ensure hypodermic needles comply with 21 CFR 880.5570, OSHA Needlestick Safety and Prevention Act, and follow International Standards Organization (ISO)
7864, and the following specifications:

4.2.4.1.1. Disposable;
4.2.4.1.2. Luer hub to attach to luer lock syringe;
4.2.4.1.3. See Tables in Sections 4.2.2 above for acceptable needle length and gauges;
4.2.4.1.4. Sterile individually wrapped packaging; and
4.2.4.1.5. Safety-engineered.

4.3. **Delivery Location and Shipping Requirements:** See Attachment 2—“Shipping Information” for all delivery locations and shipping requirements.

4.3.1. The Contractor shall provide **Packing Slips** with all shipments per CDRL A003. The Packing Slips shall include the following: (1) Contract number, (2) Item description, (3) Part number, (4) Lot numbers; and (5) Quantities. The Packing Slips shall include **BOTH:** (1) a **Packing Slip Paper Copy** with the shipment; and (2) a **Packing Slip Paper Emailed Copy** to the Designated Government Representative.

4.3.2. No Partial Case or Packages quantities will be accepted unless approved by the Contracting Officer prior to shipping.

4.3.3. The Contractor shall **NOT** Mixed Lot #s per Case or per Packages. The Contractor shall only provide full case quantities **only**, unless approved by the Designated Government Representative in advance via email.

4.3.4. The Contractor shall ensure all pallets have the identical TyHi stack pattern, except for the final pallet; which would be a partial pallet or individual boxes.

4.3.5. All supplies shall be delivered on a standard 48" by 40" pallet, not to exceed 60" in height, stretch wrapped, clear-wrapped is preferred, and secured to the pallet for safe transport.

4.3.6. The Contractor shall contact the Designated Government Representative to schedule delivery appointments. The Government will provide the Designated Government Representative(s)’ information at the Kick-Off Meeting.

4.3.7. Contractor shall contact the Designated Government Representative to schedule delivery appointments.

**Operation Warp Speed (OWS) Contract Language:**

**Disclosure of Information**

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written
approval of the CO in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government’s rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor’s employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity’s security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity for submission to any securities exchange on which the Contractor’s (or its parent corporation’s) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions.

Publications and Publicity
The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government. (a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published. (b) Unless authorized in writing by the CO, the contractor shall not display Government logos including Operating Division or Staff Division logos on any publications. (c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies Government approval or endorsement of the product(s) or service(s) provided. (d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Government whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows: "This project has been funded in whole or in part by the U.S. Government under Contract No. XXXX. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

Confidentiality of Information

a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

All above requirements MUST be passed to all Sub-contractors.

**Organizational Conflicts of Interest**

Performance under this contract may create an actual or potential organizational conflict of interest such as are contemplated by FAR Part 9.505-General Rules. The Contractor shall not engage in any other contractual or other activities which could create an organizational conflict of interest (OCI). This provision shall apply to the prime Contractor and all sub-Contractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. The Government may pursue such remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR Parts 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the Contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a
result of knowledge gained through access to any non-public data or third party proprietary information.

The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI. Furthermore, the Contractor shall promptly submit a plan to the Contracting Officer to either avoid or mitigate any such OCI. The Contracting Officer will have sole discretion in accepting the Contractor's mitigation plan. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, other remedies may be taken to prohibit the Contractor from participating in contract requirements related to OCI.

Whenever performance of this contract provides access to another Contractor's proprietary information, the Contractor shall enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other Contractors’ offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the CO within fifteen (15) calendar days of execution.

Additional Delivery Information:
The Contractor shall deliver all needles and syringes with regular monthly deliveries in accordance with their final proposal and Attachment 2 “Shipping Information” in order to meet the total quantities and delivery deadlines for each CLIN. Due to potential mission changes, the Government reserves the right to update the delivery locations per agreement between the Contractor and the Contracting Officer via email (due to the urgent nature of this requirement).
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| NET AMT | | (b) (4) |

ACRN AA
CIN: GFEBS001152047600006


Contract Data Requirements List (CDRL).
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MFR PART NR: CDLRS
PSC CD: 6515

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
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DELIVERY INFORMATION

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### ACCOUNTING AND APPROPRIATION DATA

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### CLAUSES INCORPORATED BY REFERENCE

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<tr>
<th>Clause Number</th>
<th>Description</th>
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<tr>
<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.204-13</td>
<td>System for Award Management Maintenance</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-18</td>
<td>Commercial and Government Entity Code Maintenance</td>
<td>JUL 2016</td>
</tr>
<tr>
<td>52.204-21</td>
<td>Basic Safeguarding of Covered Contractor Information Systems</td>
<td>JUN 2016</td>
</tr>
<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions--Commercial Items</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.232-40</td>
<td>Providing Accelerated Payments to Small Business Subcontractors</td>
<td>DEC 2013</td>
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<tr>
<td>252.203-7000</td>
<td>Requirements Relating to Compensation of Former DoD Officials</td>
<td>SEP 2011</td>
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<td>Disclosure Of Information</td>
<td>OCT 2016</td>
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<td>252.204-7003</td>
<td>Control Of Government Personnel Work Product</td>
<td>APR 1992</td>
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CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2020)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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


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


X (5) [Reserved]


X (10) [Reserved]


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

X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

X (13) [Reserved]


X (ii) Alternate I (MAR 2020).


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

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

X (17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (NOV 2016) of 52.219-9.

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

(iv) Alternate III (MAR 2020) of 52.219-9.

(v) Alternate IV (AUG 2018) of 52.219-9.

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

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

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


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

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

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

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).


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


(28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

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

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

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


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


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

(33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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


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

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

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

(37) 52.223-9, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(38) 52.223-11, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(39) 52.223-12, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).


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

(ii) Alternate I (JUN 2014) of 52.223-14.


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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).


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


(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.
(iv) Alternate III (MAY 2014) of 52.225-3.


X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


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

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


X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).


(60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).


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

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

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

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


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

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

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

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

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


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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts
to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

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

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


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

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


______ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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


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


(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)
52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/content/regulations

(End of clause)

252.211-7003  ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at


DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government’s unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?reg_authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.
Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uiid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

<table>
<thead>
<tr>
<th>Contract line, subline, or exhibit line item No.</th>
<th>Item description</th>
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</table>

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

<table>
<thead>
<tr>
<th>Contract line, subline, or exhibit line item No.</th>
<th>Item description</th>
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<tbody>
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(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--
(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier, serial number, DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of
the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the
time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.
(2) Unique item identifier type.
(3) Issuing agency code (if concatenated unique item identifier is used).
(4) Enterprise identifier (if concatenated unique item identifier is used).
(5) Original part number (if there is serialization within the original part number).
(6) Lot or batch number (if there is serialization within the lot or batch number).
(7) Current part number (optional and only if not the same as the original part number).
(8) Current part number effective date (optional and only if current part number is used).
(9) Serial number (if concatenated unique item identifier is used).
(10) Government's unit acquisition cost.
(11) Unit of measure.
(12) Type designation of the item as specified in the contract schedule, if any.
(13) Whether the item is an item of Special Tooling or Special Test Equipment.
(14) Whether the item is covered by a warranty.

(c) For embedded subassemblies, components, and parts that require DoD unique item identification under
paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection
and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded
subassembly, component, or part.
(2) Unique item identifier of the embedded subassembly, component, or part.
(3) Unique item identifier type.**
(4) Issuing agency code (if concatenated unique item identifier is used).**
(5) Enterprise identifier (if concatenated unique item identifier is used).**
(6) Original part number (if there is serialization within the original part number).**
(7) Lot or batch number (if there is serialization within the lot or batch number).**
(8) Current part number (optional and only if not the same as the original part number).**
(9) Current part number effective date (optional and only if current part number is used).**
(10) Serial number (if concatenated unique item identifier is used).**
(11) Description.

** Once per item.

(i) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
(2) Be registered to use WAWF at [https://piee.eb.mil/](https://piee.eb.mil/) following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at [https://piee.eb.mil/](https://piee.eb.mil/).

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

1. Document type. The Contractor shall submit payment requests using the following document type(s):
   
   i. For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

   ii. For fixed price line items—

      A. That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

      Invoice 2in1

      B. For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

      Invoice 2in1

   iii. For customary progress payments based on costs incurred, submit a progress payment request.

   iv. For performance based payments, submit a performance based payment request.

   v. For commercial item financing, submit a commercial item financing request.

2. Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

3. Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0490</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W911SR</td>
</tr>
<tr>
<td>Admin DoDAAC**</td>
<td>W911SR</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>W56XNH</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>TBD at post award meeting.</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>OPMN3</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>W56XNH</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>W56XNH</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”*)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

**2 AMENDMENT/MODIFICATION NO:** P00001

**3 EFFECTIVE DATE:** 18-Sep-2020

**4 REQUISITION/PURCHASE REQ NO:** 001520476-0001

**5 PROJECT NO (if applicable):**

**6 ISSUED BY CODE:** USA CONTRACTING CMD-APG - W911SR

**7 ADMINISTERED BY (if other than item 6) CODE:** W911SR

**See Item 6**

**8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):** MEDLINE INDUSTRIES, NC.

**9 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):**

**10A MOD. OF CONTRACT/ORDER NO:** W911SR20C0048

**10B DATED (SEE ITEM 11):** 03-Aug-2020

**11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:** The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended.

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

**13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS:** It modifies the contract/order no. as described in Item 14.

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

*Modification Control Number: [b] (6)*

The purpose of this modification is to:

1) Add CDRL [b] (2) (Weekly Delivery Schedule Updates) as [b] (2). Per agreement between the Contractor and the Contracting Officer following the start of work meeting, this CDRL has no cost impact to the Government.

All other terms and conditions remain the same.

**15A NAME AND TITLE OF SIGNER (Type or print):**

**15C DATE SIGNED:** 09/17/2020

**16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print):**

**16B UNITED STATES OF AMERICA:**

**16C DATE SIGNED:**

---

**EXCEPTION TO SF 30 30-105-04 STANDARD FORM 30 (Rev. 10-83)**

APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243
SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required has changed from required to not required.
The number of award copies required 1 has been deleted.

TABLE OF CONTENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>DESCRIPTION</th>
<th>PAGES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

to:

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</tbody>
</table>

(End of Summary of Changes)
## Contract Data Requirements List

(2 Data Items)

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

### A. Contract Line Item No.

<table>
<thead>
<tr>
<th>Data Item No.</th>
<th>Title of Data Item</th>
<th>Subtitle</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>A001</td>
<td>Report, Record of Meeting/Minutes</td>
<td>Kick-Off Meeting Minutes</td>
<td>DI-ADMN-81505</td>
</tr>
<tr>
<td>A002</td>
<td>Certificate of Compliance</td>
<td>Certificate of Analysis and 510(k) Letters</td>
<td>DI-MISC-81356A (Tailored)</td>
</tr>
</tbody>
</table>

### D. System/Item

- Safety Needles and Syringes for COVID-19

### E. Contract/PR No.

- SOW Para's 4.1.1, 4.1.2

### F. Contractor

- JPM CBRN Medical

### 4. Authority (Data Acquisition Document No.)

- DI-ADMN-81505
- DI-MISC-81356A (Tailored)

### 5. Contract Reference

- SOW Para's 4.1.1, 4.1.2

### 6. Requiring Office

- JPM CBRN Medical

### 14. Distribution

- JPM CBRN Medical: 0 1 0
- ASPR BARDA: 0 1 0
- ASPR SRS: 0 1 0
- CCAP-SCE*: 0 2 0

### 16. Remarks

4. The Data Item Description (DID) may be obtained from http://quicksearch.dla.mil/


12. & 13. Submit within 5 calendar days after conduct of meeting.

14. Submit as electronic file in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative (COR), the BARDA representative, the SRS Representative, the Contract Specialist (KS), and, the Contracting Officer (KO).
The Data Item Description (DID) may be obtained from http://quicksearch.dla.mil. Only paragraphs 2 and 3.g apply. Provide the following information on the Packing Slip: (1) Contract number, (2) Storage, (3) Item description, (4) Part number, (5) Lot numbers; and (6) Quantities.


12. & 13. This deliverable (paper copy) shall be provided upon each product delivery to each designated shipping location(s).

14. Distribution copies shall be submitted as electronic files in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative, the BARDA representative, the SRS Representative, and the Contract Specialist* (KS), (b) (6) and the Contracting Officer* (KO). (b) (6)

---

<table>
<thead>
<tr>
<th>A. CONTRACT LINE ITEM NO.</th>
<th>B. EXHIBIT</th>
<th>C. CATEGORY:</th>
<th>D. SYSTEM/ITEM</th>
<th>E. CONTRACT/PR NO.</th>
<th>F. CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Needles and Syringes for COVID-19</td>
<td>A003</td>
<td>Internal Contractor Technical Data</td>
<td>A003</td>
<td>Packing Slip</td>
<td>JPM CBRN Medical</td>
</tr>
</tbody>
</table>

---

**NOT USED**

---

INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformity with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.
The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

### A. CONTRACT LINE ITEM NO.
- **A004**

### B. EXHIBIT
- **Weekly Delivery Schedule Updates**

### C. CATEGORY:
- **General Admin Data**

### D. SYSTEM/ITEM
- **Safety Needles and Syringes COVID-19**

### E. CONTRACT/PR NO.
- **Weekly reporting**

### F. CONTRACTOR
- **JPM CBRN Medical**

### 4. AUTHORITY (Data Acquisition Document No.)
- **DI-MGMT-81867**

### 5. CONTRACT REFERENCE
- **SOW 4.3.9**

### 6. REQUIRING OFFICE
- **JPM CBRN Medical**

### 7. DD 250 REQ
- **N/A**

### 8. APP CODE
- **C**

### 9. DIST STATEMENT REQUIRED
- **ASREQ**

### 10. FREQUENCY
- **SOW 4.3.9**

### 11. AS OF DATE
- **SOW 4.3.9**

### 12. DATE OF FIRST SUBMISSION
- **SOW 4.3.9**

### 13. DATE OF SUBSEQUENT SUBMISSION
- **SOW 4.3.9**

### 14. DISTRIBUTION
- **JPM CBRN Medical**
- **APR BARDA**
- **APR SRS**
- **CCAP-SCE**

### 15. TOTAL
- **0**

### 16. REMARKS

**3. Format.** Government provided template. Content. The Production Report shall contain the following: a List of all deliverables by Contract Line Item Number (CLIN). b. Production milestones, including material order and material receipt. c. Anticipated and actual delivery dates of all items by CLIN. If an anticipated delivery date is later than the delivery date established, the following shall be included:

1. An explanation;
2. Date a request for extension was submitted; identification of the requested new date; and what constituted the offer of consideration;
3. A description and discussion of any problems and issues affecting production or delivery.

**4. Distribution copies shall be submitted as electronic files in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer’s Representative,**

**ACO**

**JPM CBRN Medical**

**ASPR BARDA**

**ASPR SRS**

**CCAP-SCE**

**12. Submissions Refer to SOW 4.3.9**

**15. TOTAL**

**0**

**16. REMARKS**

**NOT USED**
FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

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Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of preparer of CDRL approval authority.

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Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

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Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.
INTEGRATED SYRINGE AND NEEDLE UNITS FOR COVID-19 NATIONAL EMERGENCY RESPONSE

The Syringe and Needle Units shall include the following components: (1) individually wrapped sterile syringes with individually wrapped sterile needles, (2) sterile needle/syringe combination unit, or (3) a mixture of combinations units and individually wrapped syringes with equal number of individually wrapped sterile needles.

The Offeror shall identify the country of origin, as specified in the subsequent Tabs in this document.

The hypodermic syringes shall be FDA cleared for the use to inject medicines and vaccines into, or withdraw fluids from, the body. The Offeror shall provide their preauthorization from the FDA.

<table>
<thead>
<tr>
<th>Labeling: The Needles and Syringes Units shall be labeled in accordance with 21 CFR Part 801 as it relates to intended use.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping and packaging shall be in accordance with Title 21 Code of Federal Regulations (CFR), Subpart K.</td>
</tr>
</tbody>
</table>

**Ship to:**

**SHIP TO DODAAC:**
**STORAGE RIC:**
**OWNER RIC:**
# Dispensing Syringe

## Criteria

**Description:** Dispensing syringe shall allow for the controlled and precise flow of liquid. They are used to inject medications or other liquids into body tissues. Manual syringes shall consist of a barrel, stopper, and plunger.

**Specifications:** Dispensing syringes shall comply with the following:


a. The device shall be intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle.

b. Heavy duty barrel. The barrel shall have a scale showing the capacity of the syringe.

c. Stopper. The stopper shall maintain the fluid in the barrel between the syringe nozzle and the plunger.

d. Plunger. The plunger shall aspirate and inject fluids into and out of the syringe.

e. Disposable

f. **Luer lock** to accept luer hub applicator (e.g. needle)

g. Acceptable sizes are **1mL** and **3mL**.

h. Sterile individually wrapped packaging

## 510(k) Approval Letters

**Performance Specifications:**

Class II Performance Standards: The Offeror shall:

1. Utilize FDA-approved dispensing syringes
2. Individually wrap and sterilize each syringe prior to shipment
<table>
<thead>
<tr>
<th><strong>COMBINATION NEEDLE (SAFETY NEEDLE) AND SYRINGE UNIT:</strong> syringe coupled with needle for safety shall be acceptable as long as the components comply with all of the specifications above, except for the needle and syringe are <strong>packaged together</strong>.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Syringe:</strong> Sizes acceptable are 1ml or 3ml</td>
</tr>
<tr>
<td><strong>Needle:</strong> 23 Gauge, Length 1&quot;, or 1.5&quot; <strong>and/or</strong> 25 Gauge, Length 1&quot;</td>
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</tbody>
</table>

**510(k) Approval Letters**

Country of Origin
## HYPODERMIC NEEDLE

### CRITERIA

**Description**: Hypodermic needles are slender, hollow instruments for introducing material into the body parenterally.

**Specifications**: The Hypodermic Needle shall comply with the following:

- The contractor shall comply with 21 Code of Federal Regulations (CFR) 880.5570 and Current Good Manufacturing Practice (cGMP). The contractor shall follow International Standards Organization (ISO) 7864, single use hypodermic needles.
  
  a. Shall be a device intended to inject fluids into, or withdraw fluids from, parts of the body below the surface of the skin. The device consists of a metal tube that is sharpened at one end and at the other end joined to a female connector (Luer hub) designed to mate with a male connector (Luer lock nozzle) of a piston syringe or intravascular administration set.

  b. Disposable

  c. **Luer hub** to attach to luer lock

  d. Acceptable 23 Gauge, Length 1", or 1.5", and/or 25 Gauge, Length 1"

  e. Sterile individually wrapped packaging

  f. Safety-engineered

### 510(k) Approval Letters

**Country of Origin**

### PERFORMANCE SPECIFICATIONS:

**Class II Performance Standards**: The Offeror shall:

1. Utilize FDA-approved needles
2. Individually wrap and sterilize each needle prior to shipment
<p>| <strong>COMBINATION NEEDLE (SAFETY NEEDLE) AND SYRINGE UNIT:</strong> |  |
| - Hypodermic syringe coupled with integrated needle for safety shall be acceptable as long as the components comply with all of the specifications above, except for the needle and syringe are <strong>packaged together</strong> |  |
| Needle: 23 Gauge, Length 1&quot;, or 1.5&quot; <strong>and/or</strong> 25 Gauge, Length 1&quot; |  |
| Syringe: Sizes acceptable are 1ml or 3ml |  |
| <strong>510(k) Approval Letters</strong> |  |
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**Syringe Distro**

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