

2. CONTRACT NO. W81XWH20D0057 3. AWARD/EFFECTIVE DATE 17-Apr-2020 4. ORDER NUMBER 5. SOLICITATION NUMBER W81XWH20R0039 6. SOLICITATION ISSUE DATE 06-Apr-2020

7. FOR SOLICITATION INFORMATION CALL: a. NAME RUDOLPH J. SPENCER b. TELEPHONE NUMBER (No Collect Calls) (301) 619-2789 8. OFFER DUE DATE/LOCAL TIME 12:00 PM 08 Apr 2020

9. ISSUED BY CODE W81XWH
 USA MED RESEARCH ACQ ACTIVITY
 820 CHANDLER ST
 FORT DETRICK MD 21702-5014
 TEL:
 FAX:

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB)
 HUBZONE SMALL BUSINESS ELIG BLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8(A)
 NAICS: 339113
 SIZE STANDARD: 750

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE W81PYK
 W05J USA MED MATERIEL AGCY
 MED MA NT OP DIV UT
 6149 WARDLEIGH RD BLDG 1160 BAY 1
 H LL AIR FORCE BASE UT 84056-5848

16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 85F06 FACILITY CODE
 GOLDEN MAX LLC
 12701 DIRECTORS DR
 STAFFORD TX 77477-3701
 TELEPHONE NO. (b) (6)

18a. PAYMENT WILL BE MADE BY CODE HQ0490
 DEFENSE FINANCE AND ACCOUNTING SERVICE
 DFAS-INDY VP GFEB5
 8899 E 56TH STREET
 INDIANAPOLIS IN 46249-3800

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$37,065,080.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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. ARQ000055643
 OFFER DATED 06-Apr-2020. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
(b) (6)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 AYI J. AYAYI / CONTRACTING OFFICER
 TEL: 301-619-4018
 EMAIL: ayi.j.ayayi.civ@mail.mil
 31c. DATE SIGNED
 17-Apr-2020

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Pump, Infusion Kits FFP The Contractor shall provide Optimal B.Braun Infusomat Generation 2 Intravenous Infusion Pump Kits.	(b) (4)	Kit	\$(b) (4)	\$(b) (4)
	The components required for the infusion pumps kits include: (b) (4) _____ _____ _____ _____ t in accordance with the Minimum Essential Characteristics (MECs) and the Statement of Need (SoN).				
	Ordering Period: 17 April 2020 - 16 April 2021				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MFR PART NR: 8713052UKT PSC CD: 6515				
				MAX NET AMT	<hr/> \$37,065,080.00

SUPPLIES AND PRICES

1. CONTRACT

1.1. The North American Industry Classification System (NAICS) code of 339113 - Surgical Appliance and Supplies Manufacturing applies to this acquisition.

1.2. This contract is an Indefinite Delivery Indefinite Quantity (IDIQ). Delivery Orders awarded under this contract will be Firm-Fixed Price (FFP).

2. GUARANTEED DELIVERY ORDERS

2.1. The maximum amounts identified in Section 4. below are placeholder values assigned to facilitate the issuance of Delivery Orders. These maximum amounts shall not be construed as a commitment on the part of the Government for guaranteed delivery order value.

2.2. The anticipated maximum amount for the Indefinite-Delivery Indefinite-Quantity (IDIQ) Contract shall not exceed \$37,065,080.00 as identified in Section 4 below.

3. ISSUANCE OF DELIVERY ORDERS

3.1. All requirements under this contract shall be set forth in individual Delivery Orders. All orders will be issued in accordance with (IAW) the clauses listed in this solicitation and the resultant IDIQ contract. Clauses 252.216-7006 Ordering, 52.216-19, Order Limitation, and 52.216-22 Indefinite Quantity shall be applicable to each Delivery Order.

3.2. “Unit of issue” for each FFP CLIN issued on each Delivery Order under this contract shall be “Kit”. Each payment shall not exceed the maximum amount as stated in each CLIN Description of the Delivery Order issued under this contract.

4. CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
(b) (4)	\$(b) (4)	(b) (4)	\$(b) (4)

Reference clause FAR 52.216-19 Order Limitations for the minimum and maximum of one (1) order.

STATEMENT OF NEED (SON)

STATEMENT OF NEED

**PUMP, INTRAVENOUS INFUSION
FOR THE
U.S. ARMY MEDICAL MATERIAL DEVELOPMENT ACTIVITY (USAMMDA)
MEDICAL MODERNIZATION WARFIGHTER DEPLOYED MEDICAL SYSTEMS
PROJECT MANAGEMENT OFFICE1. PURPOSE**

1. INTRODUCTION

The U.S. Army Medical Material Development Activity (USAMMDA) is the Department of Army’s (DA) Medical Material Developer for advanced product development. USAMMDA’s mission is to develop and deliver quality medical capabilities to protect, treat, and sustain the health of our service members.

2. PURPOSE

The USAMMDA, Warfighter Deployed Medical Systems PMO requires Infusion Pump assemblies in order to carry out mission essential work to comply with the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) guidance to prevent further spread of COVID-19 and treating COVID-19 pandemic casualties. Without the infusion pump assemblies, Role of Care (ROC) 3 medical personnel will not be able to deliver fluids, nutrients, or medications into a patient's circulatory system during treatment of COVID-19 pandemic patients leading to increased rates of mortality and morbidity. This device greatly minimizes manpower requirements and the risk of human error in the administration of fluids by utilizing digital measurements, regulating the flow rate of fluids, and reducing the staff time and attention required to administer fluids.

2. HISTORY

A replacement product for the current multi-channel infusion pump was needed and is a critical requirement for the ROC 3 Force Design Update (FDU) and Army. The current device model-configuration in the Army's Sets, Kits, and Outfits was discontinued by the manufacturer. Spare parts and consumables are no longer available for procurement and maintenance is no longer being provided by the manufacturer. The current devices in field are starting to fail and there is no capability to either fix or replace them. There are no devices available in Depot stock and the Army has a critical shortages of devices in the field already in addition to the rapidly increasing requirements to treat COVID-19 patients. No other multichannel solution exists on the market.

This device is a Patient Movement Item (PMI) that needs to have Airworthiness Release and Safe-to-Fly certification that is needed as soon as possible to treat casualties and prevent loss of life. Every day that passes confirmed COVID-19 cases spike and the death toll increases. It is imperative that these supplies/services are obtained as quickly as possible to protect public health and treat the rapidly increasing patients under intensive care. The U.S. Government cannot apply standard procurement times to an acquisition of this urgent nature. Even the short time-lines of 30-60 days to award, could result in hundreds of thousands more being infected and thousands more dying.

Optimal created a (b) (4)

Users (Operators) in the theater and hospital centers are familiar with this infusion pump and would not require additional training. Supplies and consumables for this infusion pump are already available, sourced, and in the Army's distribution and logistical support system. Maintenance personnel may require minimal additional maintainer training for the maintenance and repair of the new configuration under a super user or train-the-trainer format that could be quickly and easily updated in the current training offered. A change of vendor would require a change in user and maintainer training throughout the force as well as changes in consumables and maintenance. This would cause additional delays of up to a year or longer causing a significant risk to users being able to provide life-saving medical interventions in the deployed setting. A contract is being put in place for the (b) (4) Optimal Max infusion pump assemblies to meet the urgent need created by the COVID-19 pandemic.

3. SCOPE OF WORK

3.1. SUPPLY SUPPORT

3.1.1. The Contractor shall provide a minimum of (b) (4) Optimal Max BB Braun Infusomat Generation 2 Kits and a maximum of (b) (4) during the course of the one (1) year Indefinite-Delivery Indefinite-Quantity (IDIQ) contract.

3.1.2. The Contractor shall ensure that each system meets and includes all accessories and consumables in accordance with the Minimum Essential Characteristics.

3.1.3. The Contractor shall notify the USAMMDA Assistant Product Managers in writing (via email or mail) when their system and parts are coming to the end of useful life, or are no longer available for procurement within 12 months of such date.

(b) (6), NREMT
Department of the Army Civilian
Assistant Product Manager
Medical Devices Assemblage Management
US Army Medical Materiel Development Activity (USAMMDA)
1430 Veterans Drive
Fort Detrick, MD 21702-5009
Office: (b) (6)
Work Cell: (b) (6)

(b) (6)

(b) (6) PMP, PM Level III
Department of the Army Civilian
Assistant Product Manager
Medical Devices Modernization PMO
US Army Medical Material Development Activity (USAMMDA)
1430 Veterans Drive
Fort Detrick, MD 21702-5009
Office: (b) (6)
(b) (6)

3.1.4. For each unit purchased, the manufacturer shall provide:

3.1.4.1. Media Availability (Access): Contractor shall provide access to technical data needed for maintenance and support.

3.1.4.2. The Contractor shall provide access to technical data needed for maintenance and support. Technical Data Accessibility: DoD operators, Clinical Staff, and maintainers shall have access to application software, diagnostic software, operator, and service technical data required to operate and maintain the system in a deployed environment.

3.1.5. The Contractor shall (b) (4)

3.1.6. The Contractor shall provide a (b) (4) from time of delivery for the pump intravenous infusion devices. (b) (4) during the warranty period.

3.1.7. Shall be serviced and repaired and repaired using the minimum amount of specialized test, measurement, and diagnostic equipment (TMDE) and tools available at unit and support maintenance levels. If any specialized TMDE is required, the Contractor shall provide a list of TMDE required with an option to include them in the kit.

3.1.8. The Contractor shall allow Army maintenance Depot personnel to contact manufacturer and/or Contractor to request information, verify, and order supplies as required (i.e. Fed-Ex, or DHL, or UPS tracking Number).

4. CONTRACT ADMINISTRATION

The Contract Administration Team will consist of the following members:

4.1. The Contracting Officer (KO) will have overall responsibility for administering the Contract. The Contracting Officer is the only person authorized to obligate the Government and make changes to the Contract. The Contracting Officer will manage Contract administration and performance delivery surveillance supported by Contract administrators and the COR.

4.2. The Technical Point of Contact (TPOC) serves as the Government's point-of-contact for Contract-level coordination and administration. The TPOC will assist the Contracting Officer in overseeing the administration of the Contract as appropriate; assist in resolving issues; initiate changes; notify the Contracting Officer of any.

5. PERIOD OF PERFORMANCE/DELIVERY DATE:

5.1. The period of performance for this IDIQ contract is one (1) year.

Estimated: 17 April 2020 – 16 April 2021

The Delivery Orders placed against the IDIQ Contract shall identify the required delivery date.

5.2. Delivery. The Delivery Orders placed against the IDIQ Contract shall identify the delivery address for the required Infusion Pump Kits. The primary delivery address is as follows:

U.S. Army Medical Materiel Agency (USAMMA)
 Operations Division
 Building 1160 Bay 1
 Hill AFB, UT 84056-5848

6. FEDERAL HOLIDAYS

The following Federal holidays are observed and no work or deliveries shall occur on the dates specified. Any of the below holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

- a. New Year’s Day, 1 January
- b. Martin Luther King’s Birthday, 3rd Monday in January
- c. President’s Day, 3rd Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, 4 July
- f. Labor Day, 1st Monday in September
- g. Columbus Day, 2nd Monday in October
- h. Veteran’s Day, 11 November
- i. Thanksgiving Day, 4th Thursday in November
- j. Christmas Day, 25 December

7. WAWF INSPECTOR/ACCEPTOR:

Name: (b) (6)
 Command: US Army Medical Materiel Development Activity
 Agency: United States Army
 Street Address: 1430 Veterans Drive
 City, State and Zip code: Fort Detrick, MD 21702-5009
 E-Mail: (b) (6)
 Phone: Office: (b) (6) DSN: (b) (6)

MECS

MINIMUM ESSENTIAL CHARACTERISTICS (MECs)

1. The below characteristics are essential and shall be met in order for the configuration to be considered “technically acceptable”.

Characteristics	Threshold
FDA Authorization	Shall be designed, tested, validated, per 21 Code of Federal Regulations (CFR 820) and authorized by the U.S. Food and Drug Administration as a medical device for use in military aircraft and ground-based medical assemblages to include use in ground based ambulatory vehicles IAW applicable regulations and Standards.

Characteristics	Threshold
Infusion Pump System	Shall be a portable, 3-or-more channel system that is modular or non-modular, rechargeable, battery operated, volumetric intravenous infusion pump, suitable for safe administration of fluid, blood products, total parenteral nutrition (TPN), and medicinal therapies.
Operator Functions	Within the context of safety and efficacy during fluid and medication delivery, shall have the capability for the operator to program, reprogram, or restart the device to default settings when presented with device error codes or other anomalies.
Drug Library	Shall have drug library to include, but not limited to at least 10 care areas with at least 100 drug entities per care area, user configurable that can be updated by appropriate personnel and includes a dose error reduction system.
Dose Calculator	Shall have Dose Calculator that will automatically calculate values based upon user provided variables.
Free-flow Protection	Shall provide free-flow (i.e. uncontrolled gravity flow) protection.
Needleless Infusion Set	Shall include the capability for needleless infusion using needleless standard tubing.
Volume to be Infused (VTBI)	Shall be capable of preselecting a volume to be administered from 0.1 to 9,999 mls.
Keep Vein Open (KVO) Capability	Shall revert to a KVO rate between 1 and 5 mL/hr., but not greater than the programmed flow rate, once the programmed volume is delivered.
Infusion Rate	Infusion rate for each channel shall have a selectable range of 0.1-999 ml/hr.
Bubble Detection	Shall be capable of detecting air bubbles.
Flow Rate Accuracy	Shall have flow rate accuracy within 5% of specified flow rate IAW applicable standards.
Display	Shall display the following data to include, but not limited to: Infusion status, drug name, dose, concentration, primary or secondary infusion set, infusion rate, volume to be infused (VTBI), patient weight (if used; lbs./kg), soft and/or hard dose limits, volume infused, profile name, dynamic pressure display, alarm information, battery charge level (in 20% increments), battery present, communications indicator, and industry standard units in US drug calculations (i.e., mcg/kg/min to u/hr.).

Characteristics	Threshold
Historical Record/Event Log	Device shall maintain historical record/event log to include, but not limited to: system settings, alarms, system errors, all changes, drug menu, dose limit warnings, all scanned information; volume measurements (total volume infused, total secondary volume infused), rate and flow adjustments and medication changes, date/time stamp, care provider and patient identification.
Air Worthiness Certification and Safe-to-Fly (StF)	Device (including securing mechanism and AC power adapter) shall obtain Airworthiness release from the US Army Aeromedical Research Laboratory (USAARL) and STF recommendation letter from the USAF Aeromedical Test Laboratory (ATL) by meeting requirements IAW the Joint En- Route Care Equipment Test Standard (JECETS) and military Standard 810G "Environmental Engineering Considerations and Laboratory Tests" (MIL-STD- 810G) for fixed and rotary wing aircraft.
Electrical Safety	Shall comply with Electrical Safety (ANSI/AAMI ES1-1999) for leakage current, ground resistance, and other medical equipment safety concerns.
Securing Device	Shall have an adjustable securing clamp capable of attaching the device to standard medical device poles.
Visual Indicators	Shall have visual indicators of system status and identification of alarms as appropriate for infusion pumps.
Battery Life	Shall be able to operate on rechargeable battery power for 4 hours at a flow rate of 125 mL/hr and automatically switch to battery power upon interruption of AC power.
Battery Charging Time	Battery shall be fully charged in 8 hours at 10% charge remaining with device connected to AC power independent of the Power On/Off switch position.
Battery Recharge Time during use	With the unit connected to line power and operating at 125 mL/hr., the battery shall go from full discharge to 100% charge within 24 hours.
Battery Recharge Time while OFF	With the power switch "OFF" and the unit connected to line power, the battery shall go from full discharge to 100% charge within 14 hours.
Battery Charge Indicator	Shall have a battery charge indicator visible to the operator during operation displaying battery power remaining.
Battery Shelf Life	Device integral rechargeable battery shall have a shelf life of 3 years and be compliant with DOT safety and transportation standards.
Battery Replacement	Battery shall be capable of being removed and replaced in 5 minutes using no tools or standard tools for Biomedical Equipment Technician.
Self-Test	Shall perform a power on self- test during both AC and DC (battery) operation to indicate system readiness.

Characteristics	Threshold
Cleaning & Disinfection	Components shall be capable of withstanding cleaning and disinfection with standard hospital detergents and disinfectants (i.e., appropriately mixed bleach and water solution) without deterioration of material, surface finish and performance as prescribed by Center for Disease Control (CDC) and applicable FDA guidance.
Operational Life	Device shall have an operational life of 8 years (excludes battery).
Configuration	Shall include at least two configurations: 1) vented/unvented secondary; piggy back; 30 in long; Luer lock; hanger; and after product past the expiration date, item is considered deteriorative 2) sterile infusion set with check valve; 2 SmartSite needle-free valves 96 inches and 9 inches from two-piece male Luer lock; approximate set length: 118 inches; approximate priming volume: 25 mL; drops: 20
Low Light Operation	System display(s) shall be capable of operation in low light conditions (dimming the display)
Display Visibility	Shall have a display that is visible in bright daylight.
Noise	Shall emit less than 45 dBA when measured at a radius of 1 meter from system IAW IEC 60601-1.
Disposal	Disposal of any of the device components shall not pose a threat to the
AC/DC Power	Shall use electrical power for system operation, with or without battery installed, and interface with the external power consisting of 110-220 VAC, 50-60 Hertz.
Button Layout	If the device's front panel provides push button, keypad or membrane type touch sensors for data entry, adequate separation shall be provided for activation by a
Buttons	Activation of the data entry device shall provide visual feedback. Invalid key depression may be indicated by visual confirmation.
Alarms	Shall have variable audible and visual alarms as appropriate for infusions pumps IAW applicable FDA guidance and IEC 60601-1-8, Medical Electrical Equipment – Part 1-8. Alarm(s) shall be capable of being muted and visually suppressed by the operator
Safety	Shall comply with all current safety standards and FDA guidance documents applicable to this type of medical equipment including all sections of IEC 60601-1 and IEC 60601-2-24.
Air-in-line Alarm	Shall have an audible and visible air-in-line alarm.
Low Battery Alarm	Shall have a visible and audible low battery alarm that will operate 30 minutes prior to need for recharging battery. Shall precede the battery discharged alarm.
Battery Discharged Alarm	Shall have a visible and audible alarm signaling interruption of infusion from a depleted battery.

Characteristics	Threshold
Occlusion Alarm	Shall have a visible and audible occlusion alarm to indicate occluded tubing or clogged filter.
Completion Alarm	Shall have a visible and audible alarm to indicate completion of infusion.
Battery Charging Indicator	There shall be a clear, visual indication of line power connection to signify battery charging when the pump switch is on and off.
Tamper Proof	Shall be provided with features designed to prevent and/or lessen the effects of intentional or accidental changing of the flow rate or turning off the unit and to protect against uncontrolled gravity infusions.
TAA Compliance	All proposed systems must be compliant with the most current U.S. Trade Agreement Act (TAA) [The Trade Agreements Act of 1979, Pub.L. 96-39, 93 Stat. 144] policies and regulations.
Storage Plan	Shall provide a storage plan for how to store the kits for short- (less than 6 months) and long-term (more than six months) that explains what preventative maintenance is needed and when for the storage of the devices when not being used.
Phone Support	Shall provide Operator/Maintainer telephone support during distributor's normal business hours for the entire life of the system.

CONTRACT ADMINISTRATION

1. PAYMENT

Payment procedures will be indicated on each Delivery Order.

2. CONTRACT MANAGEMENT

2.1. It is the Contractor's responsibility to notify the Contracting Officer immediately if there is even the appearance of any technical direction that is or may be outside the scope of the Contract. The Government will not reimburse the Contractor for any Infusion Pump Kits the Contracting Officer did not authorize.

2.2. The Contractor shall notify the Contracting Officer in writing if there are any administrative changes to the Base Contract

2.3. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the Contract.

3. INTERPRETATION OR MODIFICATION

No verbal or written statement by any person other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation and the Contract. All requests for amendments/modifications shall be made in writing to the Contracting Officer or Contract Specialist.

4. DELIVERY ORDERS

4.1. The Contractor shall provide the required Infusion Pump Kits in accordance with the Delivery Order.

4.2. The SF 1449 will be used to award Delivery Orders and to signify Contracting Officer notification to commence work under the individual Delivery Orders. The Contractor shall not proceed with the Delivery Order assignments until notification is received from the Contracting Officer.

4.3. The Delivery Orders, and modifications to Delivery Orders, will be numbered by the issuing office. Modifications to the Delivery Order will be designated by the modification number and contain the original Delivery Order number.

4.4. The Contractor shall identify all correspondence, reports, and other pertinent papers in connection with the IDIQ by imprinting thereon the Delivery Order and the IDIQ number, plus any other references furnished by the Contracting Officer. Note that the IDIQ number will follow this format: W81XWH-20-D-0057.

4.5. The total of all completed and outstanding Delivery Orders will at no time exceed the current amount obligated.

4.6. The first DOPR will be issued at the time of contract award for 75 infusion pumps. This order will satisfy the minimum requirement for this IDIQ contract.

4.7. The Command Advocate for Competition for the U.S. Army Medical Research Materiel Command, Fort Detrick, Maryland has been designated as the Ombudsman for this IDIQ.

4.8. Procedures:

4.8.1. Prior to issuance of a Delivery Order and upon definition of the Government requirement, either
a. the Contract Specialist will, in writing, issue a Delivery Order Request for Quote Request (DO-RFQ), or

4.8.2. The Contractor shall provide its Delivery Order Quote to the Contract Specialist no later than **three (3) working days** after receipt of the DO-RFQ, unless otherwise specified.

4.8.3. The Government will award a Delivery Order to the Offeror whose quote is determined by the Government meeting the evaluation criteria as defined in the DORQ.

5. IDIQ CEILING

The cumulative ceiling for this IDIQ Contract issued against this solicitation is \$37,065,080.00. The Contractor agrees the Infusion Pumps delivered under the Contract and subsequent Delivery Orders shall be accomplished within the specified ceiling price. Unless and until the Contracting Officer has notified the Contractor in writing that the ceiling price has been increased and the amount of the increase, any costs incurred in excess of the ceiling price shall be borne by the Contractor. Contractor entitlement to the monies specified as the IDIQ ceiling is derived solely from the issuance and successful performance of Delivery Orders against that ceiling amount.

7. ACCOUNTING AND APPROPRIATION DATA

The accounting and appropriation data corresponding to this Contract will be set forth at Delivery Order level, and in any subsequent Delivery Order modification(s).

8. PERFORMANCE EVALUATION PROCESS

The USAMRAA will use the Contractor Performance Assessment Reporting System (CPARS) to electronically capture assessment data and manage the performance evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given Contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance. Both Government and Contractor program management perspectives are captured on the CPARS and together make a complete assessment performance report. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a Delivery Order. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each report in CPARS. If the Contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the report, the Assessing Official may close out the report in CPARS. Otherwise, the Assessing Official must forward the report to the Reviewing Official for them to review via CPARS, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every report in CPARS to them for review.

CONTRACT CONTACT INFORMATION

Contracting Officer (KO):

Mr. Ayi J. Ayayi
U.S. Army Medical Research Acquisition Activity (USAMRAA) Materiel Branch 1
820 Chandler Street
Fort Detrick, MD 21702-5014
Email: ayi.j.ayayi.civ@mail.mil

Contract Specialist:

Mr. Rudolph J. Spencer
U.S. Army Medical Research Acquisition Activity (USAMRAA) Materiel Branch 1
820 Chandler Street
Fort Detrick, MD 21702-5014
Telephone: 301-619-2789
Email: maribel.c.fratina.civ@mail.mil

Technical Point of Contact (TPOC):

(b) (6), PMPR
Assistant Product Manager
Warfighter Medical Modernization Project Management Office
U.S. Army Medical Materiel Development Activity (USAMMDA)
1430 Veterans Drive, Room 129
Ft Detrick, MD 21702-5009
Telephone: (b) (4), (b) (6); DSN (b) (6)
iPhone: (b) (6)
Email: (b) (6)

Vendor Information Contact (VIC):

(b) (6) | (b) (6), Government Services
12701 Directors Drive, Stafford, Texas 77477
Telephone: Main: 800-778-4718 | Direct: (b) (6)

eFax: (b) (6)
 Email: (b) (6)
 DAPA MS Gen: SP0200-09-H-0037| DAPA MS Eqpt: SP0200-10-H-0028

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-APR-2020 TO 16-APR-2021	N/A	W05J USA MED MATERIEL AGCY MED MAINT OP DIV UT 6149 WARDLEIGH RD BLDG 1160 BAY 1 HILL AIR FORCE BASE UT 84056-5848 FOB: Destination	W81PYK

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.225-23 Alt I	Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials under Trade Agreements (OCT 2019) Alternate I	MAY 2014

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.243-1	Changes--Fixed Price	AUG 1987
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7021	Trade Agreements--Basic	SEP 2019
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

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 post-acceptance 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 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", as amended (41 U.S.C. 601-613). 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 or 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.

(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 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.

(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 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.

(End of Clause)

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

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

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

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

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

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

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

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

____ (v) Alternate IV (Aug 2018) of 52.219-9.

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

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (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)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2019) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

____ (ii) Alternate I (July 2014) of 52.222-35.

X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

____ (ii) Alternate I (July 2014) of 52.222-36.

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (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.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

- _____ (ii) Alternate I (OCT 2015) of 52.223-13.
- _____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-14.
- _____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- _____ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- _____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- _____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- _____ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- _____ (ii) Alternate I (JAN 2017) of 52.224-3.
- _____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- _____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- _____ (ii) Alternate I (May 2014) of 52.225-3.
- _____ (iii) Alternate II (May 2014) of 52.225-3.
- _____ (iv) Alternate III (May 2014) of 52.225-3.
- _____ (48) 52.225-5, Trade Agreements (Oct 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- _____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- _____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

____ (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).

____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

(iii) 52.204-23, 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 (l) 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).

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

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

(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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (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)

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

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

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(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)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of [REDACTED] **(4)**;

(2) Any order for a combination of items in excess of [REDACTED] **(4) Infusion Pump Kits**; or

(3) A series of orders from the same ordering office within **30 days** that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of clause)

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 17 April 2021.

(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):

FAR: <https://www.acquisition.gov/content/regulations>

DFARS: <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 http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

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/uid/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:

Contract line, subline, or exhibit line item No.	Item description
N/A	

(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:

Contract line, subline, or exhibit line item No.	Item description
N/A.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables 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.

(e) 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.

(f) 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)

252.216-7006 ORDERING (SEP 2019)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 17 April 2020 through 16 April 2021.

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

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

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

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
- (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at <https://wawf.eb.mil/>.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(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://wawf.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://wawf.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 as 2-in-1

(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.

Not Applicable

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W81XWH
Admin DoDAAC**	W81XWH
Inspect By DoDAAC	W806YH
Ship To Code	W806YH
Ship From Code	85F06
Mark For Code	W806YH
Service Approver (DoDAAC)	W806YH

Service Acceptor (DoDAAC)	W806YH
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(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.

(b) (6)

(2) Contact the WAWF helpdesk at (b) (6) if assistance is needed.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 30-Oct-2020	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014	CODE W81XWH	7 ADMINISTERED BY (If other than item 6)		CODE		
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GOLDEN MAX LLC b(4), (b) (6) 12701 DIRECTORS DR STAFFORD TX 77477-3701				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W81XWH20D0057		
				X 10B. DATED (SEE ITEM 13) 17-Apr-2020		
CODE 85F06		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Changes						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: r Spencer21619 The purpose of this modification is to incorporate the FAR interim rule 2019-009 issued on 14 July 2020 to implement Section 889(a)(1)(B) for Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or equipment. FAR Clause 52.204-25 dated AUG 2020 is added to the contract. All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				AMY J. AYAYI / CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED		
(Signature of person authorized to sign)		(b) (6)		30-Oct-2020		
		(Signature of Contracting Officer)				

