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ADDENDUM TO STANDARD FORM 1449 (continued)

Continuation of Blocks 19-24:

SCHEDULE OF SUPPLIES/SERVICES

PURPOSE:

The Department of Veterans Affairs, National Acquisition Center (NAC) intends to award a prime vendor contract for "just-in-time" deliveries of pharmaceutical products and limited medical/surgical products to VA facilities, State Veterans Homes, and other participating Government agencies in the United States, Washington, DC, Puerto Rico, Virgin Islands, Saipan, and the Philippines. **The price structure for the pharmaceutical products furnished under this solicitation separates the product price from the distribution fee except for WAC Based Priced Generics (WBPG) pharmaceuticals. This solicitation establishes the distribution fee expressed in percent form for product categories under this contract, except for WBPG pharmaceuticals. WBPG pharmaceuticals are priced under the resultant PPV contract, in accordance with section I-27.**

With the exception of WBPG pharmaceuticals, prices for the pharmaceutical products to be distributed under the Pharmaceutical Prime Vendor (PPV) Program have been established separate from this solicitation, through Federal Supply Schedule (FSS) contract, VA National Contracts under the National Standardization Contract program, Blanket Purchase Agreements (BPAs) and Basic Ordering Agreements. Contracts for the majority of the pharmaceutical products to be distributed under the resultant contract are established by FSS Schedule Part 65 I B. Limited quantities of medical and surgical products, strictly for outpatient dispensing use by Medical Facilities may also be required to be provided by the contractor. Contracts for the required limited quantities of medical and surgical products are only on VA National Contracts, under the National Standardization Contract program.

Non-contracted items (open marked) are excluded from this solicitation and the resultant prime vendor contract.

Offerors are cautioned about taking exception to any of the terms in this solicitation. Normally, award may not be made to an offer that takes exception to any term. If any exception does not meet the minimum requirements of the solicitation, the offeror's proposal may be eliminated from award consideration. The Government reserves the right to conduct discussions but intends to make award on initial proposals. Offerors may not have the opportunity to submit a revised proposal removing exceptions.

VA is the primary user of this contract. Other participants may withdraw from this contract at any time without affecting the terms and conditions of the contract. Additions and deletions of participating facilities will be made by mutual agreement between both parties by way of contract modification.

SOURCE SELECTION Award will be made to the lowest-priced technically acceptable proposal from a responsible offeror. Technical acceptability will be determined based on the technical factors listed under E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014).

CONTRACT PERIOD The resultant contract shall be effective August 10, 2020. The base performance period is August 10, 2020, through August 9, 2022 with 3, two-year options. Renewal of options is at the VA's discretion. (Note clause FAR 52.217-9, Option to Extend the Term of the Contract).

TYPE OF CONTRACT The contract awarded under this solicitation will be an Indefinite Delivery - Indefinite Quantity (IDIQ) and Indefinite Delivery – Requirements type contract. The resultant contract for pharmaceutical and medical/surgical items that are priced under separate FSS contracts, VA national Contracts, BPAs and BOAs shall be an Indefinite Delivery, Requirements-Type Contract. (Refer to FAR Clause 52.216-21, "Requirements").

WBPG Pharmaceuticals shall be Indefinite Delivery-Indefinite Quantity (IDIQ) contracts. (Refer to FAR Clause 52.216-22, "Indefinite Quantity")

ESTIMATED ANNUAL REQUIREMENTS The estimated volume for each facility listed in Attachment "A" represents the Government's best estimate of annual purchases in dollars for all items to be made available through the resultant contract by line item. No guarantee is given that this volume will be purchased. The estimated annual value of the resultant contract will be based on the estimated annual purchases.

SUBCONTRACTING PLAN REQUIREMENTS Pursuant to the provisions of Public Law 95-705, all large business concerns are required to have an approved subcontracting plan for contracts valued over $700,000.00 before the Government can award a contract (see FAR 52.219-9 for additional details). Large business concerns shall submit with their proposal a currently approved plan or a new plan for review and approval. Attachment "C" includes the subcontracting plan elements required to be addressed and is included to facilitate the submission of a subcontracting plan.

PARTICIPANTS Facilities from the following agencies are participants in this procurement:

- Department of Veterans Affairs (VA)
- State Veterans Homes (SVH)
- Department of Health and Human Services (HHS), Program Support Center, Supply Service Center (SSC), Perry Point, MD
- Department of Health and Human Services Indian Health Service (IHS)
- IHSC (US Immigration and Customs Enforcement Service Corps, formerly DIHS)
- Department of Homeland Security (DHS)
- Bureau of Prisons (BOP)
- Howard University (HOW)
- Public Health Services (PHS), (Saipan, Commonwealth of Northern Mariana Island)

- Federal Health Care Centers (FHCC)
- Peace Corps (PC)
- VA Commercial Repackaging Contractor

Participants are further detailed in Attachment “A”.

Offerors are advised that a limited number of additional participants may be added or deleted by modification throughout the life of the contract.

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 DEFINITIONS

For the purpose of and as used throughout this solicitation, and any resultant contract(s), the words or terms are used as defined.

Sufficient Supply - A supply of items made available to the customers that allow conformity with the delivery requirements set forth in 1-18, "Delivery", within the parameters of the fill-rate and historical purchase patterns.

Automatic Replenishment - A management information system tool normally used in a large or warehouse setting. The PPV automated order entry system is linked to a pharmacy management system to create orders based on product usage. The system tool eliminates the guesswork typically involved in the ordering and inventory management processes.

Area Office - A Federal Indian Health Service facility that oversees the day-to-day operations of the Indian Health Service within its specified geographical location. An Area Office may serve as the "Parent" facility for designated IHS facilities.

Basic Ordering Agreements (BOAs) - A BOA is a national non-committed agreement that establishes the product price of an item manufactured or distributed by a National Industries for the Blind (NIB) or National Industries for the Severely Handicapped (NISH) workshop.

BIG 4 - Under Public Law 102-585, Veterans Healthcare Act of 1992, Section 603, the Department of Health and Human Services (including Public Health Services and Indian Health Services), along with the Department of Defense, the Department of Veterans Affairs, and the U.S. Coast Guard are four organizations statutorily entitled to receive the Federal Ceiling Price (FCP) for pharmaceuticals (covered drugs).

Blanket Purchase Agreement (BPA) - a simplified method of filling anticipated repetitive needs by establishing “charge accounts” with qualified sources of supply.

Bulk - (Used in relation to orders and deliveries): A customer order of a large quantity of a single product or the combination of numerous products that are palletized and shrink wrapped versus being delivered via case or tote. Bulk deliveries are required by VA CMOPs, HHS, SSC Perry Point facility and the VA National Acquisition Center's accounts.

Chargeback Arrangements/agreements (Chargebacks) - A reimbursement agreement between the PPV and the product suppliers/manufacturers which allows the PPV to be made fiscally whole for products sold to authorized customers of this program. The Government will not become involved in these agreements, nor will the Government assume any responsibility for resultant monies. Chargebacks shall be handled in accordance with industry standards.

Closed Distribution Products (CDP) - These products are often high cost, low volume medications where the manufacturer has limited distribution to a small network of distributors outside of traditional wholesale channels. The products may also have additional registration, safety or monitoring requirements that must be performed by the pharmacy. The CDP may or may not be limited to pass through depending on the manufacturer’s distribution model. Utilization of a CDP does not violate the requirements clause of this contract.

Community Based Out Patient Clinic (CBOC) - A VA-managed or contracted satellite facility located in the local community to provide service to eligible Veterans.

Confirmation Printback - An electronic confirmation report generated from the PPV' s ordering system and electronically sent back to the ordering facility indicating that the requested items are available, on manufacturer back order, out of stock, or deleted, etc. Confirmation printback is also referred to as the "Confirmation Print back Report".

CMOP - Consolidated Mail Outpatient Pharmacy - A system currently consisting of seven large automated VA facilities that nationally support the filling and mailing out of prescriptions directly to eligible patients.

Contracting Officer (CO) - Government official designated to award, administer, and obligate the Government to the responsibilities of any resultant contract(s) awarded against this solicitation. The CO for this contract is located at the Department of Veterans Affairs, National Acquisition Center (NAC), in Hines Illinois. The CO serves as the liaison between the PPV and all customers participating under this program. The terms "the NACCO" or" VA NACCO", or "the "VA's CO" have the same meaning and may be used interchangeably throughout the solicitation.

Contracting Officer Technical Representative (COTR) - A Government official delegated by the

VANAC Contracting Officer and serves as a liaison between the PPV and the VANAC Contracting Officer. The term Contracting Officers' Representative (COR) has the same meaning and may be used interchangeably throughout the solicitation.

Covered Drugs -Sole source and multi-source innovator drugs for which a prescription is required and is marketed under an original New Drug Application (NDA) approved by the Food & Drug Administration (FDA); Biologic License Application (BLA) approve by the FDA; and Generics that are marketed under an NDA (commonly referred to as authorized generics). Pricing for Covered Drugs are covered under Section 603 of Public Law 102-585. See definition of Federal Ceiling Price (FCP). Covered Drugs are identified in the daily and complete Government price file with a letter "T" for covered and "F" for non-covered in column 25.

Customer - A VA or Other Government Agency (OGA), authorized to use resultant contract(s). Customer is also referred to as "facility" or "using facility."

Diversion - Products ordered under Federal contracts are intended solely for the use of authorized ordering activities in carrying out their Federal missions they are not intended for resale or barter. Any transfer of Federal contract-priced items that does not service the ordering activity's defined mission, as well as any transfer for the purpose of generating a profit on the difference between contract prices and commercial prices (such as "A WP") is an improper diversion of Federal supplies. (See Reports Section I-28)

Drop Shipments - Products ordered by the customer through the Prime Vendor Program and shipped directly to the customer from the product supplier. Drop ship arrangements are usually short term.

Electronic Data Interchange (EDI) - Inter-process (computer to computer application) communication of business information in a standardized electronic form.

Fast Pay/ Alternate Payment Program - An expedited payment procedure used under the Pharmaceutical Prime Vendor Program, wherein payments are made to the PPV within 24 to 48 hours. The VA has negotiated with a financial institution (currently US Bank) to provide any resultant PPV contractor(s) payment within 24-48 hours. At the current time, there is a transaction fee per invoice that shall be paid by the PPV to the financial institution processing invoices. All VA orders shall be processed in this manner, with some OGAs also making payments under the Fast Pay method. (See Attachment A for list of customers paying under the Fast Pay Program)

Federal Ceiling Price (FCP) - FCP is the application of Section 603 of the Veterans Health Care Act, Public Law 102-585 (the Act). Section 603 enacts a drug discounting process administered by the Department of Veterans Affairs (DV A) for the benefits of Federal Agencies considered the "Big 4" (Dept. of Veterans

Affairs, Dept. of Defense, Dept. of Health and Human Services (which includes Indian Health Service and Centers for Disease Control], and the Coast Guard).

Federal Supply Schedule (FSS) - Also known as the General Services Administration (GSA) Schedules Program or the Multiple Award Schedule Program. The Federal Supply Schedule program is directed and managed by GSA and provides federal agencies a simplified process for obtaining commercial supplies and services at prices associated with volume buying. Indefinite delivery contracts are awarded to provide supplies and services at stated prices for given periods of time. GSA has delegated authority to VA to procure medical supplies under the VA Federal Supply Schedules program. FSS contracts for pharmaceuticals, medical supplies, and other medical-related items and services are awarded and administered by VA.

Fill or Kill - Products or quantities not filled by the PPV are canceled from the order.

First Fill - In some instances the PPV shall be required to first fill the government's PPV orders before filling their commercial customers' orders. The NAC contracting officer will notify the PPV when the PPV is required to fill the government's orders first. A written agreement between VA and the product contractor may also be provided to the PPV.

Indian Health Service (IHS) - An Agency within the Department of Health and Human Services which is responsible for providing Federal Health Services to American Indians and Alaska Natives.

IHS Geographical Area - Commonly referred to as "IHS Area". A group of IHS (including all IHS and tribal) facilities within a geographical area.

Implementation Period - A 120 calendar day period from date of award. The implementation period will be used as a phase-out, phase-in transition period from the current contract to the newly-awarded contract. "Transition Period" is also referred as "Implementation Period".

Manufacturer Back Order (MBO) - A physical order placed by the PPV to a product supplier and which is not shipped to the prime vendor from the product supplier within ten calendar days.

National Acquisition Center Account - A Department of Veterans Affairs customer account that generally requires large bulk deliveries that are shrink-wrapped and palletized.

National Standardization Contract Items - Products awarded under competitive procedures on a national contract. National contracts are committed-use, mandatory source contracts for VA facilities. The mandatory use by the VA facilities helps facilitate VA's standardization of its National Formulary as well as the consolidation of volume buying requirements. OGAs and Option 1 State Veteran Homes have

restricted access to National Standardization Contracts unless a formal commitment is made between the OGA, VA and the contractor.

National Supply Service Center (NSSC) - A Federal Indian Health Service Facility in Oklahoma City, Oklahoma that serves as a procurement agency for Indian Health Service and tribal facilities located throughout the United States. The NSSC serves as the "Parent" facility for its designated IHS facilities.

Next-Day Delivery - Orders placed by participating customers by 6:00p.m. customer local time (local time at the ordering facility) shall be delivered the next business day (Monday-Friday), (Monday-Saturday for CMOP's only). For example, orders placed by 6:00p.m. customer local time on Wednesday will be delivered to the customer on Thursday; orders placed on Friday or Saturday will be delivered on Monday except that orders placed by the CMOP on Friday will be delivered on Saturday and Saturday orders from the CMOP will be delivered on Monday.

Next-Scheduled Delivery Day - Based on the terms of this solicitation and any resultant contract, the next-scheduled delivery day is the day agreed upon by the prime vendor and the customer for delivery of products. For some OGA's the next scheduled delivery day may not necessarily denote that the delivery shall be made within 24 hours. (See Section 1-18 Delivery).

Offer - Synonymous term for proposal. Offer means a response to a solicitation that, if accepted by the Government, will bind the offeror to perform the resultant contract.

Ordering Account - An ordering account is a physical location within a facility where ordering capability, versus read-only capability, from the PPV's ordering system is given. Account functionality is controlled by the level of access granted. An ordering account creates a financial obligation when the order for pharmaceuticals is transmitted to the PPV. (Example: Pharmacy inpatient ordering account vs. Pharmacy Chief read-only access.) Facilities may have more than one ordering account (e.g. inpatient, outpatient, etc.). Only designated ordering officers shall be given ordering access.

Ordering Officer (Applicable to VA only) - Non-warranted federal employees designated in writing as ordering officers by the NAC contracting officer. Ordering Officers are authorized to place orders through the PPV contract.

Outpatient Center (OPC) –A VA satellite facility, located on the grounds of a VAMC or in the local community to provide service to Veterans. Also referred to as an Outpatient Clinic.

Paperless Invoice System - A feature on the PPV's electronic ordering system which provides each customer a complete invoice. The electronic invoice must reflect the requirements outlined throughout the solicitation and must be provided in printable format to customers.

Parent Facility - A participating facility responsible for the approval and/or payment process of its affiliated satellite facilities. For the Indian Health Service, the "Parent Facility" may be represented by a RSSC**,** Area Office, or the NSSC**.**

Pass-Through Orders - A customer order for contracted products that are not normally stocked by the PPV, usually at the direction of the product supplier, which is usually based on the nature or handling of the product (frozen etc.) The customer orders the product directly with the Government product supplier or the PPV, and the product is delivered directly to the customer by the product supplier. The product supplier notifies and bills the PPV, who then invoices and receives payment from the customer. Pass-through arrangements are developed in advance and are ongoing.

Pharmacy Benefits Management {PBM) - The VA's program office for the Pharmaceutical Prime Vendor program.

Pharmaceutical Prime Vendor (PPV) - A business concern that serves as the major provider of a broad range of pharmaceutical products to customers within a geographic area. A prime vendor is responsible for maintaining suitable and sufficient inventory levels and delivering products to participating facilities next-scheduled business day. A pharmaceutical prime vendor is also referred to as "contractor" and/or "prime vendor".

Products/Items/Units - Synonymously used to denote the merchandise requested by the customers to be delivered through the prime vendor program.

Point of Contact (POC) - A designated person at each facility, VISN or national agency authorized to assist the PPV. This person usually has minimal or no contract authority to represent the CO or the COTR but serves as a contact source between the PPV and the facility.

Reservation Orders - A separate PPV order placed at the discretion of the customer, only in situations of MBOs; wherein the PPV reserves the customer's request for products until the products become available for release. (See Section 1-8)

RPMS (Resource and Patient Management System) -The primary information system used by Indian Health Service.

Satellite Facility - A participating facility whose order must have the approval of another participating facility before the PPV can fill the order. Only the satellite's parent facility has the authority to approve the order on behalf of the Government.

Split-Screen Order System-A PPV provided software program feature that is required to be part of the PPV's automated ordering system for facilities identified by the VAN AC as being a satellite facility

requiring approval of orders from a parent facility. Facilities that may require this feature are Option 2 SVHs, identified OPCs, and identified BOP, IHS and Tribal facilities.

Specialty Pharmaceuticals - Medications which treat chronic, complex or rare diseases, and which have a minimum of four out of seven additional characteristics related to the distribution, care delivery and/or cost of the medicines. These seven characteristics include: list price in excess of $6,000 per year, initiated/maintained by a specialist, requiring administration by another individual or health care professional, requiring special handling in the supply chain, requiring patient payment assistance, distributed through non-traditional channels, or medication has significant side-effects that require additional monitoring of therapy and/or disease requires additional monitoring of therapy.

State Veteran Home (SVH) Option 1 - A participating SVH with an approved Sharing Agreement with a VA Medical Center (VAMC). An Option 1 SVH places its own delivery orders to the PPV and pays the PPV directly utilizing state funds. (See Attachment A for designated Option 1 SVHs).

State Veteran Home (SVH) Option 2 - A participating SVH with an approved Sharing Agreement with a VA Medical Center (VAMC). The Option 2 SVH's parent facility (VAMC) may require approval of the delivery order before the PPV can fill the order. The VAMC pays the PPV utilizing VA funds. (See Attachment A for designated Option 2 SVHs).

Stock Outage - An occurrence wherein the PPV is unable to provide customers with requested products. As opposed to an MBO situation, the PPV is held responsible for stock outages.

Tribal (638) Facility -A federally recognized American Indian or Alaska Native facility operated under the management of the Tribe versus the auspice of a federal IHS facility. Synonymously referred to as a "638" facility. Public Law 93-638 authorized the tribe to operate healthcare facilities. To participate in the VA PPV program, 638 Tribal Facilities must have a contract or compact with IHS.

Universal Product Numbers (UPNs) - A unique identifier of healthcare products. It is derived from either the HIBCC-LIC or UCC/EAN bar code labeling data structures. The HIBC-LIC format is variable in length, alpha-numeric and consists of the manufacturer LIC assigned by HIBCC, the labeler's product or catalog number, and the package level (or inventory unit) indicator. The UCC/EAN format is fixed length, all numeric and consists of the UCC/EAN assigned product supplier number (company prefix), numeric item number, a package level (or inventory unit) indicator, and a calculated check character. This definition specifies that a unique UPN should be created and assigned to each packaging level (or inventory unit) of each product, and to create UPN standard compliant barcode labels on all of their healthcare products at each unit of inventory. The term "Universal" means that the UPN is to be the key identifier for all product units. It should be used to communicate information about all product units between all trading partners in the supply chain. In consonance with this request, contractors awarded a contract under this solicitation shall utilize UPNs that are commercially available from product suppliers. The UPNs shall be the key reference to healthcare product information in all product recalls, business

documents, and reports called for under the terms of this contract. PPV contractors are not required to mandate that product suppliers obtain UPNs. If a UPN is established independently by a product supplier for a healthcare product required to be supplied to the ordering facilities, authorized to utilize the PPV contract, the PPV is required to obtain from such product supplier and utilize that UPN in accordance with the requirements of this solicitation.

Veterans Affairs Medical Centers (VAMCs) - The medical facilities operated by VA.

Department of Veterans Affairs National Acquisition Center (VANAC) - The contracting office for this procurement.

Veterans Integrated Service Network (VISN) - A VISN is a group of VA Medical facilities within a geographic area. Currently 18 VISNs exist within VA.

Veterans Integrated Systems Technology Architecture (VISTA) - The Department of Veterans Affairs' primary information system.

WAC Based Priced Generics (WBPG)-Any generic pharmaceutical that is not under a current Federal Government contract or Government pricing agreement. A generic pharmaceutical item that is not priced separately under an existing contract and is priced under the PPV contract based on the published Wholesale Acquisition Cost (WAC) shall be known as WAC Based Priced Generics (WBPG). A WAC Based Priced Generics is the lowest priority in the ordering hierarchy of contracted items when loading the customers' prices under the VA PPV contract. Only TAA compliant WBPG can appear on this screen.

B.2 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C797

Department of Veterans Affairs

National Acquisition Center (003A4C4)

Building 37

1st Avenue, One Block North of 22nd St.

Hines IL 60141

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[]	52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
[X]	52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly	[]
b. Semi-Annually	[]
c. Other	[]

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Government facilities per individual orders

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.3 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

B.4 COST RECOVERY FEE AND SUBMISSION OF QUARTERLY SALES REPORT

The cost recovery fee is assessed against all purchases made by OGA participants only in the PPV program. The fee is .25% and shall be imbedded in the price of all products purchased by the OGA participants. The PPV shall make the appropriate provisions in the automated order system to include cost recovery fee in the acquisition price field which appears in all order-entry and confirmation modules. The PPV shall forward all fee monies collected, 60 days after the end of each calendar quarter (i.e. October - December, January - March, April - June, July - September). A copy of a sales report shall be included with the remittance. The sales report shall show by total dollars, all sales made to the OGA accounts only and shall be itemized to show the site (station number) level. The remittance shall be made by check or money order and made payable to Department of Veterans Affairs. The contract number shall be identified on the check or money order. A complete list of all OGA participants that shall be assessed the cost recovery fee will be furnished at the time of award. The Contractor shall maintain a consistent accounting method of reporting, based on the Contractor's established commercial accounting practice. The report signed by an authorized representative of the contractor shall be sent by email to the contracting officer karen.ade@va.gov. Cost Recovery Fee payments shall not be combined with any Industrial Fund Fee payments. Contractors shall remit separately any Industrial Fund Fee payments in support of any of the Contractor's Federal Supply Schedule contracts.

(1) Cost recovery fee payments made **electronically** shall include the following information:

Receiving Bank Name: Department of Treasury
Receiving Bank Contact: Cash Link ACH Receiver
Contact Phone: 301/887-6600
Receiving Bank City, State: Richmond, Virginia
Receiving Bank Routing/Transit Number: 051036706
Receiving Bank Capability: CCD+
Receiving Account Number: 220020
820 ACH Format used by Receiving Bank: Standard
Contract Number(s): (*Contractor shall insert the contract number, which will be assigned by the VA contracting officer at time of award.*)

(2) Cost recovery fee payments made in **check form** shall be made to the attention of "Department of Veterans Affairs" and mailed to the following address:

Fiscal Division (901A)
Attn: C.R. Agent Cashier
P.O. Box 7005
Hines, IL 60141

Failure to remit the full amount of the Cost Recovery Fee within 60 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of Federal Acquisition Regulation (FAR) Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the Cost Recovery Fee, the Government shall have, in addition to the rights and remedies described in this clause, all other rights and remedies permitted by Federal law and statutes.

B.5 DIVERSION OF PRODUCTS

(1) Products ordered under Federal contracts are intended solely for the use of authorized ordering activities in carrying out their Federal missions they are not intended for resale or barter. Any transfer of Federal contract-priced items that does not service the ordering activity's defined mission, as well as any transfer for the purpose of generating a profit on the difference between contract prices and commercial prices (such as "A WP") is an improper diversion of Federal supplies.

(2) The Contractor may require an ordering activity that is not listed in the appendices to GSA Adm. Order 4800.2E (and its later revisions) or a pharmaceutical prime vendor ordering on an activity's behalf to demonstrate its eligibility to place FSS orders. The Contractor may also require an authorized ordering activity to disclose the intended use of ordered pharmaceuticals before commencing delivery. The Contractor is not required to fill an FSS order (or that portion of an order) that investigational facts suggest will be diverted into the commercial market or will otherwise be diverted from usage by authorized FSS ordering activities. (An example of such facts might be the tripling of usual ordered quantities by an activity, coupled with its failure to demonstrate a corresponding increase in its institutional size or patient base.) However, the Contractor may not unreasonably delay filling an FSS order, pending its investigation of the intended use of the items ordered. Based on investigational facts that suggest that a pattern of diversion has occurred, a Contractor may elect not to fill indirect orders of an activity through an authorized Government PPV and, instead, to accept only direct orders.

(3) If the Contractor refuses to fill an FSS order because of an expectation that some or all of the orders will be diverted or refuses to continue accepting indirect orders because of a perceived pattern of diversion, Contractor must notify the Schedule contracting officer (CO) of its decision within 48 hours and state the basis for the refusal. The CO may instruct the Contractor to fill an executive-agency-level order and/or resume acceptance of executive agency indirect orders if the CO finds that there is no factual basis for the Contractor's decision. No authorized FSS ordering activity may be suspended from

eligibility under the Schedule by any Contractor, except on the written instruction of the Schedule CO issued after: a) full consideration of all evidence of diversion or other improper practices, and b) affording the ordering activity an opportunity to present its position on the claimed abuse of the Schedule. An ordering activity suspended by the Schedule CO may appeal that decision in writing to the VA Deputy Assistant Secretary for Acquisition and Materiel Management, within 30 days of the CO's decision.

B.6 SPECIAL WBPG CLAUSES

The following two (2) clauses are applicable to WBPG Pharmaceuticals.

a) GUARANTEED MINIMUM: The minimum dollar value that the Government agrees to order under the WBPG is $2,500.00. If the Contractor receives total orders for less than the minimum amounts, the Government will pay the difference between the amount ordered and the minimum dollar value. The Government's obligation for the minimum amount only applies to the base period of each awarded contract.

(1) Payment of any amount due under this requirement shall be contingent upon the Contractor's timely submission of sales reports during the period of the contract.

(2) The guaranteed minimum applies only if the contract expires or contract is terminated for the convenience of the Government. The guaranteed minimum does not apply if the contract is terminated for cause or the contractor agrees to a "no cost" termination.

b) MAXIMUM QUANTITY: The maximum annual amount to be ordered under any resulting contract is $365,000,000.00.

B.7 STATEMENT OF WORK

STATEMENT OF WORK:

I-1 Scope

The Pharmaceutical Prime Vendor (PPV) contract is meant for pharmacy ordering only.

a. The Pharmaceutical Prime Vendor (PPV) shall maintain an adequate supply and distribute all drug/pharmaceutical (Federal Supply Class 65) items and other contracted items dispensed under Government supply contracts. These items are sold under various Federal Supply Schedules (FSS), Blanket Purchase Agreements (BPAs), Basic Ordering Agreements (BOA) and VA National Contracts established under the Pharmaceutical Standardization Program (NCS). Prospective prime vendors shall have a minimum of 5-years' experience as a pharmaceutical prime vendor.

b. Products and any incidental services under any resultant contract(s) are for direct use by the facilities covered under this contract. Resale of products by participating facilities is prohibited. The Government anticipates that after award additional facilities/agencies may be added to the contract(s) on a quarterly basis. The Government will negotiate a bilateral modification to add a facility. Facility deletions will also be processed by modification.

c. The Government anticipates that payment under any resultant contract(s) will be made to the PPV contractor(s) within the terms and conditions of the Prompt Payment Act, (clause included). Fast Pay, a VA administered alternate payment program for the PPV, is mandatory for all VA facilities participating in this contract. The use of the Fast Pay Program is OPTIONAL for Other Government Agencies (OGAs) participating under this contract. Currently there are approximately 400 VA and OGA accounts making payments using the existing Fast Pay Program (See Attachment A). The Government anticipates offers of a larger negative Distribution Fee for those customer accounts using the Fast Pay Program (See Section I-28 Distribution Fee). At any time during the performance period of this contract, when a NET 30 day (calculated from the bulk weekly invoice date) paying customer commits to making payments under the Fast Pay program in order to receive the awarded larger negative distribution fee, the Government will notify the contractor to include the FAST Pay Customer at the awarded Fast Pay distribution fee.

d. The PPV shall provide and have in effect an emergency contingency plan for disaster recovery to protect the Government from disruption of the requirements outlined in this solicitation to include but not limited to government data, physical inventory and deliveries. The PPV is required to submit an emergency contingency plan annually or when there is a change in the plan. A plan sufficient to ensure normal operations in the event there are two or more natural disasters in different geographical regions of the country.

e. The PPV shall be required to make available upon request, the following product categories at the established government prices. The product categories are listed as Special Item Numbers (SINs) on Federal Supply Schedule (FSS) Group 65, Part I, Section B, Drugs, Pharmaceuticals & Hematology Related Products. In the event there is a non-availability determination specific authorization for each exception will be provided to the PPV.

Table 1: Special Item Categories

l Item Number (SIN)	Description
SIN 42-2A	Single source innovator, multiple source innovator, and biological insulin pharmaceutical products (i.e. covered drugs)
SIN 42-2B	Generic & multiple source pharmaceuticals & drugs, human blood products, & over-the-counter drugs
SIN 42-3	Complete IV delivery systems
SIN 42-5	Dietary/Nutritional/Supplements
SIN 622	Antiseptic Skin Cleansers, Detergents, Dispensers only small personal sizes and no industrial dispenser items.

f. In addition to the above product categories, the PPV shall also maintain an adequate supply of, and distribute products under the FSS and NCS contract's programs listed below.

1. Blood-glucose Monitoring Units and Consumables including Miscellaneous items included on a National Contract or Federal Supply Schedule Group 65, Part VII, In-Vitro Diagnostics, Reagents, Test Kits, and Test Sets.

2. Only Medical/surgical products on VA' s NCS National Standardization Contracts in the categories listed in Table 2 below shall be made available at established contract prices. Availability and delivery of medical/surgical items through the PPV contract shall be in limited quantities strictly for outpatient pharmacy dispensing at the medical facility level. The PPV is prohibited from fulfilling bulk orders (i.e., bulk orders placed by VA's CMOP facilities) for this category of items (with the exceptions noted in number 3 below). The medical/surgical items to be included on VA' s NCS National Standardization Contracts provided on the PPV contract(s) are shown in Table 2. The purchase of medical and surgical products through the PPV contract(s) is optional for ordering facilities.

3. Insulin Syringes: Consolidated Mail Outpatient Pharmacies (CMOPs) may purchase Insulin Syringes and pen needles on contract through the Pharmaceutical Prime Vendor (PPV) contract. Orders for Insulin Syringes and pen needles shall be placed routinely through the PPV contract.

4. Antiseptic Liquid Skin Cleansing Detergents and Soaps included on a National Contract or Federal Supply Schedule Special Item Number 622.

1. Specialty pharmaceuticals: medications which treat chronic, complex or rare diseases, and which have a minimum of four out of seven additional characteristics related to the distribution, care delivery and/or cost of the medicines. These seven characteristics include: list price in excess of $6,000 per year, initiated/maintained by a specialist, requiring administration by another individual or health care professional, requiring special handling in the supply chain, requiring patient payment assistance, distributed through non-traditional channels, or medication has significant side-effects that require additional monitoring of therapy and/or disease requires additional monitoring of therapy.

Table 2: Medical/Surgical Item Categories

Description
Adhesive Tapes/Bandages
Applicators/Swabs/Wipes/Pads
Plain Applicators/Swabs/Wipes/Pads
Treated Applicators/Swabs/Wipes/Pads
Bandages/Gauze
Plain Bandages/Gauzes
Treated Bandages/Gauzes
Casting Bandages/Gauzes
Elastic Bandages/Gauzes
Dressings
Adherent Dressings – Impregnated or non-impregnated
Non-adherent Dressings – Impregnated or non-impregnated
Sponges, Surgical
Cannulas, Airways, Tubes and Accessories
Suction Catheters-All styles, types and sizes, except those relating to blood transfusion
Colostomy/Ostomy Products
Gloves, Medical, Surgeons and Exam (Latex & Vinyl) All Sizes
Sterile Latex Gloves
Sterile Vinyl Gloves
Non-Sterile Latex Gloves
Non-Sterile Vinyl Gloves
Needles, Syringes & Jet Injectors
Needles, Hypodermic
Syringes
Syringes & Needle Combination
Syringes & Needle Combination (anti stick)

Protective sheaths for needles, hypodermic & IV (anti stick)
Needles, Biopsy
Jet Injectors
Stockings (Anti-Embolism/Compression Only)
Implants, Surgical – Joints, Hip, Knee, and Accessories- hyaluronic acid injection products (e.g., Synvisc, Orthovisc, Monovisc and similar items).
Sharps
Urine and Specimen Collection Products
Urinary Drainage Bags, Kits and Sets
Urinary Catheters
Incontinent Products
Pads, Bed Linen Products
Diapers
Pumps, Patient Feeding, External- disposable parts dispensed by pharmacies.
Medication and supply packaging and dispensing equipment-vials, caps and similar items.
Tablet Splitters
Introduction of New Products under, Medical Equipment & Supplies to include Condoms/Family Planning. Products added to this category will be by mutual consent.

g. All items ordered shall be provided to the ordering facilities in accordance with the terms and conditions of the PPV contract and on a "Fill or Kill" basis. PPV contractor(s) shall provide service to all the participating facilities covered by the region(s) on which an award is made. Individual delivery orders will be issued by participating facilities against the PPV contract for the items required.

h. CMOP Specific Requirements -The PPV shall, at VA's request, furnish the VA CMOP facilities with bulk orders and bulk delivery of pharmaceuticals and products listed in I-1 (e). The PPV shall designate a VA CMOP Distribution Coordinator that will be responsible for coordinating all business activities between the CMOP Directors and the PPV.

i. National Acquisition Center (NAC) Accounts Specific Requirements - Upon request by the NAC accounts, the PPV shall coordinate large and bulk orders from a standard list of pharmaceutical items (such list will be furnished to the PPV during the implementation period). Drop shipments shall be made through product contractors only when approved by the customers. The awarded PPV distribution fee for such drop shipments shall be applied to the orders. A NAC Account Distribution Coordinator designated by the PPV shall be responsible for coordinating all business activities between the Directors and the PPV operations officials.

j. Emergency Pharmacy Service (EPS) Account Specific Requirements - Upon request by the EPS accounts, the PPV shall coordinate large and bulk orders from a standard list of pharmaceutical items (such list will be furnished to the PPV during the implementation period). EPS orders should be filled with one lot number when possible or the minimum number of differing lots that can be used to fill the order, when a single lot number is not possible. These orders should also have expiration dating that is as far in the future as possible to fulfill the order. Drop shipments shall be made through product contractors only when approved by the customers. The awarded PPV distribution fee for such drop shipments shall be applied to the orders. An EPS Coordinator designated by the PPV shall be responsible for coordinating all business activities between EPS and the PPV operations officials.

k. Facilities appearing in the ordering system shall have the city and alphanumeric number provided by the VA/OGA listed as part of the name (e.g. VA Medical Center Atlanta, VA Outpatient Clinic Seattle, Muckleshoot Tribal IHS Auburn, WA, FCI Hospital Reno).

l. The PPV shall be required to provide FDA approved and U.S.-made or designated country WAC Based Priced Generics (WBPG). Only WBPG with FDA approved National Drug Codes (NDC) and published WAC are included in this requirement. In the event there is a non-availability determination specific authorization for each exception will be provided to the PPV. The PPV is required to carry the lowest WAC priced generic pharmaceuticals when provided with description of the item and usage rate by the PPV customer. Order placement of WBPG through the PPV contract is optional and subject to periodic review by the Government. The Government may unilaterally cancel in part or in whole the requirement for the PPV to provide WBPG (cancellation can be by individual agency or for all PPV participants). This requirement applies only to VA, SVH, IHS, BOP and IHSC (US Immigration and Customs Enforcement Health Service Corps, formerly DIHS). This requirement may be modified to include another agency, if another agency is added.

m. Covered (branded) and national contract drugs missing from Government electronic price file(s): Once included in the Government electronic price file(s), covered and national contract drugs are not expected to disappear from the Government price files. The PPV shall obtain confirmation from the NAC Contracting Officer prior to changing the status, deleting or removing any covered drugs from the PPV's electronic catalog. The PPV shall continue to make available all covered and national contract drugs for purchase by all eligible PPV customers (Big 4) at the price on the last day the item (s) appeared in the Government electronic price file(s). Once the appropriateness of the removal or deletion is determined by the NAC Contracting Officer, the PPV will be authorized to process any credit/rebill or charge/invoice as appropriate.

n. PPV shall not accept drop shipment orders for non-contracted items, including items under NCS or FSS contracts that are designated as Prime Vendor False.

o. Other prices that are not included in the price file will be provided by the CO (i.e. Defense Logistics Agency awarded joint national contracts).

p. Whenever products with no expiration date assigned by the manufacturer are shipped to a CMOP, PPV shall enter in the invoice for those items, an expiration date of five years from the Purchase Order date.

I-2 Transition Period (Phase-Out/ Phase-In Period)

To ensure sufficient administrative time has been allowed for continuity of services at required quality levels as well as anticipated inventory levels, contract(s) shall begin after a 120-calendar day implementation period. All contract costs associated with the transition period shall be borne by the PPV contract awardee.

For VA customers only - The VA PBM will provide the most recent historical data for each ordering facility to the PPV 30 calendar days after date of award. For OGAs, each ordering facility shall provide usage data to the PPV within 30 calendar days after date of award. The PPV shall download all FSS and National contract products and prices from the website at https://www.va.gov/nac/, no later than the 15th day prior to the start of the period of performance, with the most current update to be downloaded the day prior to the start of the period of performance of the contract. BPA contract products and prices will be provided to the PPV within 30 calendar days of date of award. A copy of all DLA or other government agency awards that are not contained within the NAC pricing database will be provided to the PPV contractor by the CO within 30 calendar days of date of award and must be entered into the PPV listing of potential contract items available.

I-3 Customer Service

a. A designated facility level PPV representative shall make a monthly scheduled physical visit to all sites to discuss customer satisfaction unless an alternate plan is agreed upon by the POC. Additional calls may be required to answer questions, solve billing and inventory problems, and review reports. A designated CMOP level PPV representative shall make a weekly scheduled physical visit to all CMOP sites to discuss customer satisfaction unless an alternate plan is agreed upon by the CMOP POC.

b. Quarterly meetings or conference calls at the discretion of the government will be held with the participating Agency Program Managers, Contracting Officials at the VA NAC, PBM representatives, and the contract designated PPV Contract Administrator. Quarterly business reviews will also be conducted with the VA VISN Pharmacy Executive, IHS Area Pharmacy Consultants (APC), IHS NSSC Director, and BOP Chief Pharmacy Logistics Officer. The Government will give the participants 15 calendar days' notice prior to the conference call or meeting.

c. At a minimum, a monthly conference call will be held with the contracting officials at the VA NAC and the designated contract administrator for the PPV contract. VA NAC will give the participants 10 calendar days' notice prior to the conference call.

d. Conference calls pertaining to paragraphs b. and c. above will be organized and initiated by VA NAC or OGA and will serve to encourage communication between all parties and serve as a forum to resolve any common issues within a region or activity.

e. During each monthly or weekly site visits as outlined in I-3(a), the PPV representative shall review at a minimum the following with each facility POC or designee(s):

1. Assess utility of hand-held/mobile ordering devices and web-based ordering system
2. Review shelf labels and modify as necessary and requested by facilities
3. Review inventory support software for proper calculation of order turns and ordering quantities (for those government agencies utilizing inventory support software)
4. Review pertinent updates/improvements with ordering and reporting system
5. Provide account overview (i.e. contract compliance, product utilization, etc.) and advise of improvement strategies
6. Provide education/field questions as requested or as deemed necessary
7. Assists with any issues or concerns with regard to: ordering, deliveries, returns and account billing

f. In addition to any scheduled conference calls, any and all problems and critical issues will be addressed immediately by the PPV upon notification by the using facility, COTRs or NAC Contracting Officers.

BOP and IHSC Specific Customer Service Requirements:

a. Prospective PPVs are advised that due to certain restrictions within the Bureau of Prisons, PPV employees that enter the secure confines of BOP and IHSC facilities/institutions will be subject to the following investigative procedures. (Note: These investigative procedures will not be required in situations where routine/emergency deliveries do not require entry into the secured BOP or IHSC facility.)

1. National Crime Information Center (NCIC) Check
2. Completion of the Contractor Pre-Employment Form
3. Daily possession of a valid picture identification and daily entry into secured facility via metal detector
4. May be subject to ion spectrometry

b. Employees, such as the Customer Service representatives, that need ongoing entry into secured BOP or IHSC institutions will also need to provide a fingerprint check and a name check at the discretion of the BOP or IHSC institution.

I-4 Electronic Ordering System

a. The PPV shall provide, at no additional cost to the Government, each participating ordering facility the newest software necessary for electronic order entry and bar code scanning capability.

b. The PPV shall provide at no cost to the Government, individual access for each user via the internet (ordering facility's ordering points(s)) of the PPV Program.

c. As part of its distribution fee, the PPV shall provide each PPV ordering account two of the newest, most advanced model hand-held order entry devices and any accessories associated with such devices. The hand-held order entry devices will enable on-line real-time ordering. The prime vendor shall replace at no cost to ordering facilities any nonfunctioning hand-held devices due to normal use and handling. Additional hand-held order entry devices above the two required to be provided to each account may be provided at no cost based on availability as determined by the PPV.

d. Additional hand-held order entry devices shall be temporarily loaned by the PPV at no additional cost to the Government for periodic inventory purposes. The temporary loan of the devices shall not exceed one week.

e. Technology and corresponding education shall be refreshed by the PPV at the release of new handheld devices within 30 days of introduction to the commercial market at no cost to the Government.

f. Software upgrades shall be provided and installed by the PPV as they become available at no cost to the Government.

g. PPV furnished hand-held devices to be provided for each Parent and Satellite ordering account shall include, at a minimum, unless required elsewhere throughout this solicitation:

Two hand-held/mobile order entry devices per ordering account capable of

- Accepting information from customers bar coded shelves
- Accepting product information from bar codes
- Accepting hand keyed in product information
- Providing item description
- Updating labels
- Providing Current Economic Order Quantity
- Providing Current Safety Stock Level
- Processing product receipt
- Transmitting PPV order through PPV furnished Automated Order System.

- Two-way communication with at least daily updates of the item catalog
- Capability for assignment of a unique user name/password for technician receiving product and for signing the receipt of an invoice.

The devices must meet VA's and OGA's wireless security requirements for 802.11 wireless standards. The PPV must meet Internet Security Act for the agency if it breaks through the firewall.

h. PPV shall also provide, at no cost to the Government, the software necessary to order products. PPV provided software shall be capable of providing:

1. A web-based ordering system
2. The vendor shall provide a communication page containing, but not limited to: links to recalls, manufacturer back orders, updates, training opportunities, and specific government messaging.
3. Access to the PPVs' complete product database (electronic catalog) in addition to access to the PPV's national level customer real-time database. Any item on contract should be displayed in a single catalog.
4. Access for all PPV customers to view the databases for pricing and product source selection prior to creating and transmitting an order to the PPV. Upon selection the ordering screen will show lower cost alternatives as defined by contract hierarchy, generic sequence code, packed size and unit dose as defined in First DataBank® or other comparable pharmaceutical database.
5. An inventory management program for all VA facilities and those OGA customers requesting the program. The inventory management program provided by the PPV shall have the following reporting capabilities:
   a. Demand Forecasting- Weighting factors are applied to past purchases to predict future needs by NDC, CMOP ID for CMOP reports (data will be provided to the PV)
   b. Economic order quantity- The quantity of stock to order that minimizes costs
   c. Safety stock levels- Safety Stock is used to compensate for delays in delivery or greater than anticipated demand
   d. Calculations of reorder point and minimum and maximum inventory stock levels
   e. Generation of bar-coded shelf labels containing this information
   f. Ability to override normal demand forecasting
   g. Ability to designate lead-time, which affects required inventory stock levels
   h. Calculation of theoretical inventory turns by product, Generic Sequence Code, facility and per customer account
   i. Must use A, B, C stratified inventory analysis per VHA directive 1108.08. The tracking of high dollar cost products so these products can be managed more aggressively.
   j. Ability to determine the confidence level of calculated results (using a method such as Mean Absolute Deviation Percentage (MADP)
   k. Report capabilities to support the available tools, including the ability to run national, VISN and facility level reports

6. The capability for all customers to update and print labels and bar codes. Customer should be provided with choice of linear and/or 2D barcode. During the implementation period, the PPV shall provide all bar code shelf labels and affix the labels to the ordering facilities' pharmacy shelves. The PPV shall print and deliver shelf labels for all items as requested by facilities. Labels must be color coded according to the stratified inventory analysis method (Orange for A items, Blue for B items, and Yellow for C items).

7. An online accessible account that can accommodate up to ten user-defined fields

8. A Confirmation Printback

9. A paperless invoice system in addition to a physical invoice provided upon each delivery

i. PPV's automated ordering system shall contain and not be limited to, the following fields with the option to customize the display for products:

1. PV to assign account number (ordering agency to identify read-only or ordering account)
2. Product Name
3. Generic Name
4. Product Description: Strength, Package Size, Manufacturer
5. National Drug Code (NDC) for applicable pharmaceutical products
6. Universal Product Number (UPN) (when available)- applies to healthcare products
7. Universal Product Code (UPC) (when available)
8. PPV' s Product Number- standardized across vendor's ordering system
9. CMOP Product Identification
10. VA Class/Drug Classification System (i.e. AHFS, First Databank)
11. Product Number as assigned by ordering facility (where available)
12. Product denoted with its specific Control Schedule (CII, CIII, CIV, where applicable)
13. Reference of established DEA number (where applicable)
14. Reference of established HIN number (where applicable)
15. Government Product Contract Number (FSS. National, BPA, BOA, or Miscellaneous) At a minimum, the last five digits of the Government Contract # will be included
16. Type of contract - contract identification or code that identifies as FSS (F), National (N), Miscellaneous or other government (M) contracts (See Reports I-26(B)3, CNTLD
17. Product Government Contract start date
18. Product Government Contract expiration date
19. Product Contract price including unit price (specific to the pricing and contract eligibility of each
customer)
20. Drug Efficacy Study Implementation (DESI) Indicator Standards
21. Product Lot number (on Invoice and Reports Only)

22. Product Expiration Date (on Invoice and Reports Only)
23. Product Bio-equivalency Rating
24. Customer Delivery Zone (CMOP applicable)
25. Product denoted as available as a Drop Shipment
26. Product denoted as available as a Pass-Through Shipment
27. Product denoted as unavailable due to MBO, PV out of stock, Lockout procedures or Allocation situations
28. PV Distribution Center releasing requested product
29. PV assigned invoice number
30. PV payment information
31. Option to query product availability at alternate Distribution Centers and all Distribution Centers (for IHS this feature is limited to NSSC)
32. Hazardous Waste Classification as defined by EPA regulations (where applicable)
33. Listed as "Hazardous Drug" as defined by most current "NIOSH List of Antineoplastic and Other Hazardous Drugs in Healthcare Settings" (where applicable)

j. The PPV shall provide real time pricing updates and actual product quantity available. All updates are to be accomplished by 6:00am (ET) of the effective date of the update. For order placement, all pricing updates must be available and viewable by 6:00am (ET) daily on the facility's ordering screen. In the event that the pricing the day of the order is different than the pricing of the product the day that it is received (i.e. product ordered on last day of contract but received the next day), then the pricing in effect the day of the order is the price that the customer should be charged for the product.

k. The PPV automated ordering system shall provide on-screen, real time, generic cost referencing. The generic cost referencing look-up screen shall contain all of the trade names and generic names for a product when either the trade or generic name is entered by the customer for referencing.

l. For the purpose of this solicitation and any resultant contract(s), the Government has the right to use, disclose, reproduce, prepare derivative works, and display publicly in its facilities in any manner and for any purpose, data generated from the resultant contract. Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software.

m. The PPV shall also provide, at no cost to the Government, the latest software necessary to support physical inventories. The software provided by the PPV shall have the capability of accepting data from the hand-held devices or from manual data entries. The software capabilities shall also support acceptance of inventories from independent inventory companies if properly formatted. Inventories shall be editable and exportable after submission.

This system must record at a minimum:

1. Date
2. Account number
3. Account name
4. NDC or UPC
5. Vendor stock number
6. Product description
7. Quantity of inventory
8. Unit price
9. Total inventory cost
10. Manufacturer package size
11. Ability to capture available Drug Supply Chain Security Act (DSCSA) data, including lot number and expiration date.

n. The electronic ordering system shall also have the capability to auto-sort (for example, A to Z or smallest number to largest number) and search for VISNs and facilities using multiple search parameters and display the results based on the search parameter(s) used. This capability shall be available to program offices (VA NAC, PBM, NSSC for IHS facilities, BOP for BOP facilities, IHSC for IHSC facilities). Only PBM and NAC will have access to all PPV accounts.

Example, search by State should yield result that displays all the PPV facilities in a particular state, or search by VISN should display all facilities located within a particular VISN:

Table 3: Inquiry Search

DEA Number	ID or Account Number	Facility Name	VISN	City	State

The search result display shall include at a minimum the following heading: DEA Number, ID or Account Number, Facility Name and Complete Address, VISN, Distribution Center, Fast pay indicator (Y or N), Cost of Goods or Distribution Fee and 12 Month Sales.

Table 4: Sample Search Result to Display

DEA Number	ID or Account Number	VISN	Facility Name	Distribution Center	Fast Pay (Y or N)	Cost of Goods or Dist. Fee	12 Month Sales
PD1222331	825200	16	VA outpatient Clinic, Mobile, AL 36604	Birmingham	Y	-5%	12,000,000
AB2233445	111111	16	FCI Forrest City, Forrest City, AR 72335	Little Rock	N	-4.75%	50,000

AC5566778	234566	16	Coushatta Tribe, Elton, LA 70532	Birmingham	N	-4.75%	150,000
AD7788991	123456	16	Oklahoma SVH, Ardmore, OK	Oklahoma City	N	-4.75%	100,000

CMOP Specific Ordering System Requirements:

a. The PPV shall provide all VA CMOP facilities with software meeting the requirements as outlined in Section I-4, a. through n. above.

b. The PPV shall also provide all VA CMOP facilities, at no cost to the Government, appropriate software interfaces to operate Automatic Replenishment communications used with automated warehouse materiel management systems. Appropriate interfaces shall be made available to CMOP operating systems. The CMOPs' inventory control systems track the NDC number, lot number, and expiration date. The system must be able to support serialization (which is required now) and 2D barcodes, when the 2D barcode standard is deployed as required in the Drug Supply Chain Security Act (DSCSA).

c. To meet the specific ordering requirements of the CMOP (see Section I-7), interface with the CMOP inventory system shall at a minimum provide the following:

1. Automatic ordering based on usage and/or minimal par levels by VA Product identifier.
2. Paperless invoice system
3. Automatic replenishment, stocking of the products into the inventory system
4. Unique electronic signature for receiving each line item on an invoice
5. Barcode technology to facilitate tote management by zone (i.e., each CMOP has as many as 20 zones for products to be stored, each zone has specific product package size requirements defined by the NDC code. A product may be required in multiple zones).
6. Automatic authorized price updating
7. Payment system based upon receiving an item under a given order
8. PPV product number linked to NDC, UPC or UPN number
9. PPV Software program shall recognize that inventory is available (on the shelf) once the inventory level has been updated in the CMOP inventory system
10. Ordering system shall be compatible with the VA network
11. Capability for assignment of a unique user name/password for the technician receiving product and for signing the receipt of an invoice
12. Lot number and lot expiration date shall be passed back to the CMOP automated system

Offerors are encouraged to make site visits to multiple CMOP facilities prior to the submission of offer. CMOP addresses are shown in Attachment A. Please contact the VA NAC contracting officer at 708-786-5231 to coordinate the visit.

The PPV shall provide to the following Government program management offices, at no cost to the Government; appropriate software applications listed above in this section, (excluding the hand-held/mobile units), and shall ensure read-only access to appropriate management offices of the Agency ordering sites below.

Only VA NAC and PBM will have access to all participating agencies' records. The Director of the IHS NSSC and designees in Oklahoma City, Oklahoma shall have access to all of the IHS and Tribal participating facilities records. Other agency Program Management offices will be given access to their respective facilities records.

Department of Veterans Affairs:

a. Contracting Officer, or designees, PPV Team, National Contract Service, VA National Acquisition Center, P.O. Box 76, Hines, IL 60141 (viewing capability for all ordering sites)

b. Deputy Chief Consultant PBM, or designees, Pharmacy Benefits Management (119), Veterans Health Administration, building 37, Room 139, 1st Ave. 1 Block North of 22nd Street, Hines, IL 60141 (viewing capability for all ordering sites)

c. Associate Deputy Chief Consultant PBM/CMOP, or designees, Veterans Health Administration, 5049 S. 13th Street Leavenworth, KS. 66048 (viewing capability for all ordering sites)

Federal Bureau of Prisons (BOP):

a. Chief, Pharmacist, Health Services Division, Federal Bureau of Prisons, 320 1st Street, NW, Washington, DC 20534 (All participating BOP sites).

b. Access shall also be provided to BOP Regional Chief Pharmacists; Chief, Clinical Pharmacy Programs; Chief, Central Processing Pharmacy Services; Central Processing Staff Pharmacists; Chief, Pharmacy Logistics Support; Bureau's Electronic Medical Record (BEMR) Pharmacist; HIV/Hepatitis Pharmacist Program Manager; and future central/regional office positions.

Department of Health and Human Services: Indian Health Service

Director, NSSC, or designees, 501 N.E. 122nd St, Suite F, Oklahoma City Oklahoma 73114 (IHS and Tribal facilities Nationwide)

Immigration Health Service Corps (IHSC)

a. Chief of IHSC Resource Management, Department of Homeland Security, Immigration & Customs Enforcement, Enforcement Removal Operations, ICE Health Service Corps, 500 12th St. SW, 2nd Floor, Washington, DC 20536-5202 (All participating IHSC sites).

b. Access shall also be provided to IHSC Regional Consultant Pharmacists, and future IHSC Headquarters/regional office positions as delegated/designated by IHSC Chief Pharmacist/Pharmacy Consultant.

I-5 Maintenance and Repair

Emergency service and repair calls shall be made available on an unlimited basis at no cost to the Government. The PPV shall restore the ordering system to normal operating condition within 24 hours after notification by the Government the PPV shall also restore to normal operating condition within 24 hours after notification by the Government malfunctioning PPV-furnished hand-held order entry devices. If repair is not feasible, PPV shall replace the devices with the same or updated devices. Government ordering facilities shall not be without order entry devices (whether repaired or replaced) for more than 48 hours from the time notice was given to the PPV. The PPV shall not be responsible for any repairs or replacement parts needed because Government employees, as determined by the Government, neglected the devices, made improper application, maintenance or alteration, or because external factors (i.e. deficiencies in air conditioning, humidity control or electrical power) contributed to the malfunction or damage. Risk of loss remains with the contractor with the exception of repairs necessitated by abuse, neglect, vandalism, or Acts of God. Upon completion of the contract term, the PPV shall arrange to pick-up all PPV furnished devices at no expense to the Government.

I-6 Training

a. The PPV shall provide, at no cost to the Government, orientation and training in the operation of its automated ordering system and process, to personnel at each customer's ordering facilities, VISN or national agency. Facilities may request training for new employees at any time throughout the contract. Training should be provided on- site at each participating customers' facility. However, in the rare instances where the PPV requests that the training be offered somewhere other than the customers' facility, then the location of the off-site training site shall be within a 100-mile radius from the customers' facility.

b. The PPV shall coordinate with all sites 14 calendar days before the date of their scheduled training. The training shall include actual demonstration and operation of the software and hand-held order entry devices. Qualified PPV personnel shall provide the training no later than ten calendar days prior to the end of the 120-calendar day transition period. Along with the Implementation Plan, the PPV shall also furnish training schedules for all sites (Instructions to Offerors, FAR Clause 52.212-1).

c. Prior to site training, the PPV shall make available webinar training sessions providing an overview of the PPV's ordering system.

d. Training at a minimum shall cover the following and shall include an electronic version of the training information (e.g. power point):

1. Proper use of order entry devices
2. How to access PPV's inventory status
3. Order placement process (product inquiry, placement, order edit, printback confirmation, drop-shipment process, pass-throughs, new item requests for stock additions, identifying drop-shipments, controlled substances, how to request new items, etc.)

4. How to maintain ordering system
5. Downloading price changes
6. Performing file maintenance
7. Requesting bar code labels
8. Download contractually required reports
9. Operation of Inventory Management program
10. Any other commercially available training in use of the order entry devices and ancillary items
11. How to use the reporting system

e. After award, participating management offices and individual facilities will provide the PPV a designated point of contact. The PPV shall work with each Agency's managing office to contact each facility to schedule the initial training for each site. PPV shall also provide updates or systems changes and training if applicable or requested on these changes within 30 days as they occur throughout the term of the contract. The designated point of contact at each facility will be responsible for assurance that the appropriate personnel to be trained are available.

f. A PPV contact person and telephone number shall be provided to each facility in the event additional instruction is necessary. The training shall be at no cost to the government. The PPV shall be responsible for training when there is a change in ordering personnel and on demand throughout the contract period.

g. The PPV shall be required to provide at no cost to the government a complete set of electronic Training Guides and Operating Manuals for the ordering system, hand-held order entry device and software furnished by the PPV to each individual ordering facility, VISN, national and maintain them online. The Training Guides and Operating Manuals shall be provided prior to but no later than the actual time of training.

h. In addition to the initial training requirements, the PPV shall provide quarterly web-based training on PPV related topics to be identified by the facility POC. The PPV shall notify the contracting officer of the availability of these training sessions.

BOP Specific Training Requirements:

BOP must approve a Federal Bureau of Prisons Security Clearance Application for each individual employed by the PPV who will be assigned by the PPV to provide the required training to BOP personnel. The Security Clearance must be approved by BOP prior to PPV personnel obtaining access to a BOP facility. The PPV shall coordinate with the BOP designated Point of Contact to notify individual authorized prison personnel at least 45 calendar days prior to making any site visits for the purpose of training.

IHS/NSSC/ Oklahoma City Oklahoma Specific Training Requirements:

The NSSC shall coordinate with the PPV during the implementation period to provide a training schedule for all its satellite facilities. The schedule shall reflect a listing containing all of the customers with scheduled times, locations, points of contact, and facility phone numbers.

I-7 Ordering

a. Each authorized ordering facility will be responsible for its own order placement. For the Department of Veterans Affairs, order placement will be made by duly designated (in writing) Ordering Officers and/or warranted contracting staff.

b. For IHS accounts, the PPV will supply an auto-generated PO# as follows: 6-digit date (YYMMDD), account number, and 2-digit order number (for example, the first generated order of the day would be “01” for each account). This auto-generated PO# will not be generated until the order is submitted by the originating account. The PO# will not be a field that can be altered by the originating account.

c. For IHS accounts a secondary PO# or memo field will be available for the originating account to use for local recording purposes. This field will be available in the reporting system as well.

d. For split screen ordering, the user that created the original order will be a field available in the reporting system.

e. For split screen ordering, the user that submitted the order (at the parent facility) will be a field available in the reporting system.

f. All orders for items authorized for distribution through the PPV shall be processed through use of the PPV furnished electronic order entry system as specified in Section I-4. The PPV shall also accept phone and or facsimile orders when use of the electronic order entry system is temporarily unavailable or inoperable, or in the case of an emergency delivery requirement.

g. Facilities such as Option 2 SVHs, NSSC serviced facilities, BOP and other IHS facilities that require a parent facility for order approval shall also be responsible for their own order placement, however, they shall be required to process all electronic orders through the Split- Screen Ordering System specified under the Satellite Facility Split Screen Ordering requirements of this solicitation. Each IHS hospital will have one user designated as full function.

h. PPV customers shall have access to order only their unique database for pricing and product source selection.

i. The PPV shall process delivery orders on a "fill or kill" basis. The PPV shall cancel from the delivery order items that cannot be filled. The PPV shall indicate the cancelled items on the customer order confirmation. No backorders are allowed. Once cancelled, the PPV is precluded from placing the cancelled items on backorder.

j. The PPV's ordering system shall have an item-description link for the customer to notify the PPV of expected item usage. The PPV shall respond to the usage request within two business days with the expected date of availability, amount of stock, or the reason for the inability to stock.

k. In some instances, (for example but not limited to a national emergency) the PPV shall be required to first fill government orders before filling its commercial-based customers' orders. In such situations, the Government will present the PPV with a written agreement from the product supplier to release the product to the PPV customers first.

l. PBM/NSSC reserves the right to direct the PPV allocation to VA and IHS facilities.

m. Reservation Orders- In order to give the participating PPV customers the same procurement opportunity as the prime vendor's commercial customers, the participating customers shall have the opportunity to place a reservation order for a product that is determined to be on a manufacturer's back order (MBO). In the ordering process, when an item is "killed" off the customer's order due to an MBO, the customer may inform the PPV to reserve and then release the product back to the requesting customer upon its availability. The customer will be responsible for a separate and distinct reservation order through the PPV's electronic order system for the MBO product. Reservation orders shall not be included in the contract fill-rate calculation. Reservation orders may remain unfilled for a period not longer than 30 days from the customer's initiation before the customer is notified of its cancellation by the PPV, or by an earlier cancellation at the customer's request. A reservation order may not remain open for longer than 30 days. If the order is filled before the 30-day time-frame, then the purchase order is closed by the PPV. For cancellations of reservation orders due to the 30-day timeframe, the customer shall have the opportunity to re-issue a new, separate and distinct reservation order for the same product and quantity, without losing their original position on the PPV's availability wait list. The product price charged to the customer for a reservation order shall be the contract price in effect at the time the initial reservation order is placed.

J. The PPV shall make every effort to ship orders complete with single lot numbers. When quantity equaling a case is ordered, then a full complete case is expected versus a case quantity of loose items.

k. At a minimum, the PPV's customer ordering screen must contain the following fields. Agencies will define a standard view for users at the start of the contract. Additionally, the user screen shall be customizable by each individual user. These user accounts should include, not limited to, full-function users, send for review users, catalog/view only users and multi-account users.

1. Ordering Agency's name and PV assigned account number
2. Product Name
3. Product Number as assigned by ordering facility (where available)
4. PPV's Product Number standardized across the PPV's ordering system

5. Generic Name
6. Product Description
7. Strength, Package size, Manufacturer
8. National Drug Code (NDC) for applicable pharmaceutical products
9. Universal Product Number (UPN)- applies to healthcare products
10. Universal Product Code (UPC)
11. Product denoted as a CII Control Schedule (where applicable)
12. Established DEA number (where applicable)
13. Established HIN number (where applicable)
14. Product Government Contract Number (FSS, National Contract, BPA, or Miscellaneous) (At a minimum, the last five digits of the Gov't Contract# will be included)
15. Type of contract - contract identification or code that identifies product as FSS (F) or National (N)
16. Product Contract price (specific to the pricing and contract eligibility of each customer)
17. Contract price effective date
18. Product Bio-equivalency Rating
19. Customer Delivery Zone (CMOP)
20. Product denoted as available as a Drop Shipment
21. Product denoted as available as a Pass-Thru Shipment
22. Product denoted as unavailable due to MBO (including reason), PV Out of Stock, Lockout procedures or Allocation situations
20. Automatic Substitution option
21. Product Inquiry search option
22. Price per unit
23. Drug Efficacy Study Implementation (DESI) Indicator
24. WAC Price
25. Allocation Level
26. Allocation Remaining
27. The ability to view open market items, but not to order them. No open market items are to be delivered under this contract.
28. Generic equivalent search option (where applicable)
29. Hazardous Waste Classification as defined by EPA regulations (where applicable)
30. Listed as “Hazardous Drug” as defined by most current “NIOSH List of Antineoplastic and Other Hazardous Drugs in Healthcare Settings” (where applicable)

l. For all approved PPV electronic orders placed no later than 6:00pm customer local time, the PPV is required to provide next day, (or for some specified facilities, next scheduled delivery day) delivery of a complete order.

m. All orders processed thru the electronic ordering system shall receive a confirmation printback from the PPV sent electronically back to the ordering facility. At a minimum, the confirmation

printback shall reflect the requirements specified in Section I-13 (Confirmation Printback Report) of this solicitation.

n. For Special Orders such as Control Drugs (Schedule II Substances, CII's) and Closed Distribution shipments, the orders shall be identified as such on the customer's PPV ordering screen. The confirmation printback shall reflect the total line item cost of the customer's special order.

The customer's electronic automated order request for Schedule II Control Drugs, in accordance with Controlled Substances Ordering System (CSOS), shall be followed up by the ordering facility by providing the PPV with an electronic or hard copy of DEA Form 222. The PPV's responsibility to release and deliver the customer's Control Drug order under the terms and conditions outlined in this solicitation, commences upon the PPV's receipt of the required DEA Form 222. Printback for electronic orders shall resemble DEA Form 222 in compliance with all DEA regulations.

o. Drug Bio-equivalency Rating-The PPV shall show the Food & Drug Administration (FDA) Orange Book therapeutic drug equivalency rating for each drug on each customer's order screen which will allow customers to view the equivalency ratings when making drug product selections. If the PPV plans to use another rating system, such as the Z-Rated system, the PPV shall identify and explain the system that will be used and what it means.

This information shall be provided to all ordering officials at the time of the program installation and training. Information regarding the drug bio-equivalency rating shall also be posted on the PPV website for instructions and guidance throughout the term of the contract.

p. Technical Support- Technical support shall be available to customers daily during local normal business hours, until 6:00pm customer local time excluding Federal Holidays that are a not a one-time result of an executive order.

q. The PPV shall provide within the implementation period, at no cost to the government an HL-7 interface that allows for the Agency's internal inventory system associated with its operating system (VISTA, RPMS, etc.) to generate and automatically upload product reorder quantities into the PPV's online ordering system for order review and submission.

r. Aside from the HL-7 interface noted above, the PPV shall provide within the implementation period, at no cost to the government the following Electronic Data Interchange (EDI) interfaces needed for use with the VA EHRM Inventory Management System:

- EDI 850 Purchase Order
- EDI 855 Acknowledgement
- EDI 856 Advanced Shipment Notice
- EDI 810 Invoice

Specific Ordering Requirements: Satellite Facility Split-Screen Ordering:

a. The PPV shall provide an automated ordering system capable of establishing a "Split-Screen Ordering" process for VA's Option 2 SVHs, VA OPCs, IHS facilities and select BOP facilities. This process does not apply to emergency orders.

b. Satellite facilities will be responsible for ordering their own products through the PPV web-based ordering system. However, a satellite facility being serviced by a parent facility must have its orders transmitted simultaneously to the designated Parent Facility and the PPV through the split-screen system. The satellite facility's order is required to be approved by the parent facility prior to the PPV delivering the order to the satellite facility. Full function users are excluded from this process.

c. Whenever PPV order requests are initiated by the satellite facilities and transmitted through the PPV's "split order" concept, the following functions shall take place:

1. The satellite facility's order shall be sent electronically to the PPV for acknowledgment of receipt of order and stock allocation but held in abeyance until approval has been received from the parent ordering facility before the order is filled.

2. Within 30 minutes of the PPV's receipt of the satellite facility's order, a confirmation printback, shall be generated from the PPV and transmitted back to the satellite facility. The printback at a minimum, shall indicate what items will be "filled or killed" along with the information required in Section I- 14 (Confirmation Printback Report) of this solicitation. Upon receipt of a printback, the requesting satellite facility shall be capable of requesting a substitute product/item/unit and generating a substitute order if needed, through the same electronic split screen ordering processes.

3. The parent facility shall approve the order and funding by assigning the final purchase order number. For IHS facilities using split screen ordering, the PO# will remain the auto-generated PO#, but the final submission will take place by a user at the parent facility. The parent facility shall also be able to perform maintenance on the order, i.e., view, edit, add or delete items as needed and approve the order before the PPV fills the order. This process shall be completed electronically except when use of the electronic order entry equipment is unavailable or inoperable, a full function user submits the order, or in a case of an emergency delivery requirement.

4. When approved by the parent facility, the order is transmitted electronically to the PPV. The approved order is the final authorization for the PPV to fill and deliver the order to the satellite facility.

5. Within 30 minutes of receipt by the PPV of the approved order from the parent facility, a confirmation printback, shall be generated by the PPV and sent electronically to the parent facility. The printback shall, at a minimum, confirm what items will be "filled or killed" along with the information required in Section I-13 (Confirmation Printback Report).

6. Before payment can be made to the PPV for any satellite facility order placed, the order shall indicate the parent facility's correct purchase order number assigned when the order was originally approved by the parent facility. For IHS facilities using split screen ordering, the auto-generated PO# will remain intact; however, the final user submitting the order shall be a user located in the parent facility.

7. The designated parent facility is responsible for the payment of their satellite facility orders if (BOP satellite facilities will be responsible for payment):
   a. Orders have been properly relayed to the designated parent facility through the PPV's split-screen ordering system
   b. For IHS facilities, the user submitting the final order is designated within the parent organization as full function.
   c. Orders were assigned a parent purchase order number prior to the delivery of the order by the PPV, and
   d. The parent facility has received a proper PPV invoice*

   * In the event the parent facility receives a PPV invoice that does not reflect the required information, the invoice will be returned to the PPV unpaid within 7 days of receipt, for correction, proof of authorization to release product, proof of delivery and subsequent resubmittal by PPV of a proper invoice.

   In the event that the PPV releases a Satellite facility order without the direction and approval of their designated ordering/approving office, that order shall be considered to have been released without the Government's authority and the Government shall not be obligated for any payments.

   In some instances, the IHS may request orders to be approved with prior parent facility approval e.g. emergency situations or office closures.

CMOP Specific Ordering Requirements:

a. Each CMOP will create electronic orders to the PPV CMOP proprietary system and the PPV's electronic ordering system and software. Each CMOP order shall be prepared with an identified inventory zone and at a minimum shall reflect:

1. The CMOP customer account number
2. The customer's purchase order/delivery order number
3. The NDC numbers for the products required
4. The quantity of each product required
5. The delivery location for each order

b. In addition to the required 30-minute transmittal of a PPV Confirmation Printback to the ordering CMOP, the PPV shall:

1. Segregate like lot numbers-by products

2. Separate parcels onto separate pallets by CMOP Zone (as identified on the CMOP's original order)

3. Create an ASN file to be transmitted to the ordering CMOP, showing the required data elements of the inventory management program. (Such as, but not limited to, delivery zone, lot number, expiration date, package size and product identification)

4. The PPV shall submit invoices that include the lot number, expiration date and quantities of each line item.

5. Acknowledge the preferred product ranking order of the ordering CMOP, on each order. CMOP Director and PPV will use this information in an attempt to establish the authority for Automatic Substitution as deemed necessary.

IHS Specific Ordering Requirements: NSSC, Oklahoma City, Oklahoma:

In addition to the general ordering requirements listed above, the IHS Specific Ordering Requirements for the National Supply Service Center (NSSC) shall consist of:

a. A PPV-furnished web-based ordering system:
   1. That allows a minimum of five individuals to place PPV orders simultaneously.
   2. That allows a minimum of three individuals to place split screen orders simultaneously.
   3. That has the capability to receive, send, and release individual customer orders without having any effect on each other.
   4. That has the capability to receive, send, release and print each order individually.
   5. That has the capability to delete or add to customer's orders once received at the NSSC.

b. A PPV-furnished Spilt-Screen Ordering System for all customers serviced by the NSSC.

   The NSSC, or designee, provides PPV procurement support services to 275 IHS and Tribal facilities through the prime vendor program.

c. A PPV furnished Paperless Invoicing System.

d. A PPV furnished electronic ordering system that provides a unique password that shall be assigned to each individual to be identified once the order has been transmitted from the satellite facility to the NSSC. The individual's name, or code shall be attached to the order, and once printed at the NSSC, the name or code, shall be printed at the end of the order transmission.

e. A PPV furnished electronic ordering program that provides a unique electronic signature for receiving each line item on an invoice.

f. A PPV furnished electronic ordering program that provides the technicians receiving product to have a unique password for the signing receipt of an invoice.

Offerors are encouraged to make a site visit to the NSSC, Oklahoma City, Oklahoma by contacting the NAC Contracting Officer at (708)786-5231

Other IHS Facilities Specific Ordering Requirements:

a. The PPV shall establish a "Split Order" feature for each designated IHS Parent Facility for the automated order entry software installed at the following IHS sites and for the IHS and Tribal customers serviced by the PPV. IHS requires the ability to have multi-level user accounts.

1. NSSC in Oklahoma City, Oklahoma (or NSSC designee)

b. The software program provided by the PPV shall have the capability to process all electronic orders placed by the IHS satellite facilities in a manner as specified above in "Satellite Facility Split Screen Ordering" system requirements. The process then transmits a request for an order to the satellite facility's designated Parent Facility and simultaneously to the PPV's distribution center.

Facilities Located Outside the Continental United States- Specific Ordering Requirements:

In addition to the ordering requirements outlined above, the participating facilities that are geographically located outside the Continental United States will be placing orders Monday through Friday, and the PPV shall be required to provide delivery no later than 48 hours from receipt of order.

I-8 Expiration Dating

a. Expiration dating of all pharmaceutical products delivered under this program (except those delivered to CMOP and IHS) shall have a minimum shelf life of 2 months remaining upon delivery to the Government. Expiration dating of all pharmaceutical products delivered under this program to CMOP and IHS shall have a minimum shelf life of 6 months remaining upon delivery to the Government.

b. Expiration dating of bulk pharmaceutical items delivered to the HHS SSC, Perry Point and the National Acquisition Center accounts shall have a minimum shelf life of 20 months remaining upon delivery. All other pharmaceutical items delivered to the National Acquisition Center accounts shall have a minimum shelf life of 12 months remaining upon delivery.

c. Prior approval by the facility, PBM, NSSC, or NAC is required before delivery of short- dated products.

I-9 Substitution

A substitution agreement between the PPV and the ordering facility's point of contact (POC) may be arranged for stock outages or MBOs against a requested product ordered. With such agreement, an agreed upon alternate product shall be automatically substituted by the PPV. When the PPV uses the automatic substitution process, the ordering facility shall be notified of the substitution and the substituted item must be annotated as such on the customer's confirmation printback. Once such an agreement is entered into between the PPV and the individual ordering facility/VISN/national, the PPV shall maintain an adequate supply of the alternate product. The Government makes no commitment to buy the alternate item. Automatic substitution by the PPV without the customer's prior approval is prohibited.

I-10 Lock Out Procedures

a. The Department of Veterans Affairs (VA) has awarded and continues to award National Contracts under the Pharmaceutical Standardization program. National Standardization Contracts are committed use, mandatory source contracts for VA facilities. OGAs that made a formal commitment and agreed to the mandatory use are included in the National Standardization Contract.

b. A listing of current National Standardization contracts and authorized users will be provided prior to implementation.

c. Upon the effective date of a new National Pharmaceutical Standardization Contract item, the PPV shall make the specified Standardization item(s) available and lock out the ordering facilities' ability to purchase any other equivalent items when directed to do so by the National Pharmaceutical Standardization Contract award document. Lock out mechanisms shall be made for all package sizes with the exception of unit dose package type. The VA NAC will notify the PPV of new National Pharmaceutical Standardization Contract award including the ordering agencies/facilities authorized to place orders under the contract. All National Pharmaceutical Standardization Contract items shall be clearly designated as such on the PPV automated order entry system inquiry/order entry screen.

d. Although all National Pharmaceutical Standardization Contract items are mandatory source items for all VA and OGA facilities that have been identified as committed to the contract, there will be instances when a facility will need to procure an alternate source product. A description of these circumstances is shown in 1-4, below. When an ordering facility attempts to order an alternate product, and the following exceptions can be legitimately allowed, the automated order system must permit the user to manually override the lock-out program and select one of the exceptions before continuing the ordering process. The exception information must be captured in the PPV automated order system so that the data is included in the procurement history and related reports (see section I-27 for report requirements).

1. PPV Stock Outage-The PPV shall provide electronic notification weekly to the VA NAC if a National Standardization Contract product is out of stock due to or related to circumstances involving the PPV's distribution and inventory operations. The notification

shall be provided by the PPV through the electronic purchase history management report system (See Reports section, Section I-26).

2. MBO -The PPV shall provide electronic notification weekly to the VA NAC if a National Standardization Contract product is out of stock indicating it is due to a product supplier backorder. The notification shall be provided by the PPV through the electronic purchase history management report system (See Reports section, Section I-26).

3. Continuous Patient Care Exception - A facility may order other than the National Standardization Contract item to meet patient care needs when clinically directed by their medical provider.

4. National Standardization Contract Waiver- A VA facility may receive a waiver from PBM for a National Standardization Contract item. VA NAC will notify the PPV of this exception, and the PPV shall allow the facility to order a product other than the National Standardization Contract item. Other Government Agencies (OGA) may receive waivers from their respective parent agencies. In these instances, the VA NAC will notify the PPV of this exception, and the PPV shall allow the facility to order a product other than the National Standardization Contract item.

I-11 Manufacturer Back Orders (MBO)

a. The PPV shall notify facilities on the PPV's confirmation printback report (Section I-13) of any manufacturer back- ordered (MBO) item. The PPV shall also notify the VA NAC Contracting Officer of any MBO's.

b. The Government retains the right to investigate the backorder situation to determine the cause of the backorder and to provide assistance to the PPV and the participating customers during the MBO period.

c. When mandatory national standardization contract items are on backordered by the product supplier, the VANAC contracting officer may notify the PPV that the Government will acquire the same or similar items from another source and automatic substitution will be suspended for the standardized item.

I-12 Stock Outages/ Cancellations/ Back Orders, (other than MBO)

a. PPV Stock outages due to cancellations/backorders by the PPV, on products that have met the prerequisites (Fill Rate Section I-16, paragraphs a. through d.) of the fill rate formula, shall be included in the service level calculation of the fill-rate.

b. PPV Stock outages due to cancellations/back orders by the PPV shall be considered a failure to perform by the PPV and may be considered grounds for Termination for Cause.

c. A failure by the PPV to provide customers with products ordered due to a PPV stock outage or cancellation, or back order on products that have met the prerequisites of the fill rate formula (Fill Rate Section I-14, paragraphs a through d), shall free the requesting ordering facility to acquire the same or similar items from another source without breaching/violating the PPV contract, while holding the PPV responsible for any excess product procurement costs incurred by a participating PPV customer due to the PPV's stock outage.

d. Credits due to the PPV customers based on excess product procurement costs caused by a PPV stock outage, cancellation/backorder, shall be routed from the PPV, back to the participating PPV customer in accordance with the Credits Section (I-26) of this solicitation.

e. If facility Distribution Center (DC) or alternate DC is out of stock of item(s) ordered multiple times (i.e. 10 times or more) within the last six (6) months, PPV must obtain from other DC at no additional cost beyond the cost of the product.

I-13 Confirmation Printback Report

a. A confirmation shall be printed back to the ordering facility within 30 minutes of order transmission to the PPV from the facility. A confirmation relating to a customer's request for a drop shipment or pass-through order, shall be printed back to the ordering facility within 24 hours of order placement. The confirmation printback shall appear on the customer's ordering screen, be printable and accessible through the report's module. The confirmation printback shall reflect the correct product price to be charged the customer at the time the order is placed. The awarded Distribution Fee shall be imbedded in the correct product price. A confirmation printback for a drop shipment or pass-through order, shall also reflect the expected product supplier's delivery time, along with any other special terms and conditions required by the product supplier.

b. At a minimum, the confirmation printback provided by the PPV shall reflect the following information:

1. PPV name and address and PPV "bill to" address
2. The Government ordering facility's name and ship to address
3. The Government ordering facility's PPV assigned account number
4. The Government ordering facility's Purchase order/Delivery order number. This would be the final, approved Purchase order/Delivery order number assigned by Parent facility if order was initiated by a Satellite Government facility.
5. Confirmation printback report date and time
6. Product Description for each item ordered

7. NDC, UPN, UPC, or appropriate product number (non-pharmaceutical items) listed for each item ordered
8. PPV established product number for each product ordered
9. Product Number as assigned by ordering facility (where available)
10. Quantity requested, and availability confirmed for each product ordered. If the product is unavailable, printback shall indicate if the product is available at any distribution center
11. Unit price confirmed for each product ordered
12. Extended price of each line item, reflecting PPV distribution fee (imbedded in each contract product price)
13. Identification of, and reason(s) why product is unavailable, such as MBO's, PPV stock outages, product deletions, or manufacturer or PPV allocations, (Codes are acceptable)
14. Confirmed grand total of the order
15. Indication of what requested product are special order or require a drop shipment or pass-through process
16. Assigned paperless invoice number from the PPV
17. Invoice.dat: data file information (required for Drug Accountability.) VA Drug Accountability Point of Contact is Mr. Dave Blocker, OIFO, (205) 943-2319

c. The government reserves the right to amend the drug accountability data file during the contract period at no cost to the government.

I-14 Fill Rate

a. The PPV shall provide next-day delivery (or next scheduled delivery day as specified) with a minimum 97% fill-rate as defined below in the service level calculation. The fill rate shall be calculated on a daily basis for each individual facility account as follows.

Table 5: Service Level Calculation

Service Level Calculation/ Fill Rate= (equals) **Units (Items) Delivered**

Units (Items) Ordered (less MBO Units*)

b. All items ordered, but killed by the PPV, shall be included as an item ordered in the gross and adjusted fill calculations. If the fill rate is less than 97%, the PPV must be able (when requested) to provide documentation to the Government of its attempts to maintain product availability from the manufacturer. The supporting documentation requested by the Government could include, but is not limited to, documentation that supports the existence of an outstanding purchase order between the PPV and the product manufacturer/supplier for the requested units/items. In order for the PPV to include an MBO Unit in the above Service Level Calculation, the outstanding purchase order between the PPV and the product supplier shall have been in existence for no less than three calendar days prior to the customer's request. Failure by the PPV to meet next-day or next scheduled day delivery fill-rates will be officially recorded as part of the PPV contract performance which is available for public review and may also be considered as grounds for Termination for Cause.

*In order for the PPV to include an MBO Unit in the above Service level Calculation, an MBO Unit must be equal to or greater than the number of units ordered on the customers' order.

c. The following are prerequisites to the application of the Service Level Calculation/Fill-Rate:

1. Ordering facilities shall provide the PPV usage information as soon as possible after award. The initial 90 calendar days from the start of the period of performance of each individual institution are exempt from the calculation. If an award is made to the incumbent PPV, the 90-day exception does not apply. After 90 days after the start of contract period of performance, the PPV is responsible for tracking usage and for adjusting its inventories to assure the 97% fill rate.

2. Products ordered by a facility whose usage data has not been provided or determined through order history will be excluded from service level calculation, for a period of 90 days from PPV's notification of such usage.

3. Product quantities of the most recent month in question that exceeds the prior 30-day usage by 150% will be exempt from the calculation (excludes MBOs from the past 90 days).

I-15 Recalls

If any product distributed under this contract is recalled or removed by the manufacturer, or if a recall is suggested or mandated by a regulatory or official Agency, the PPV shall be responsible for taking the following actions:

a. Immediately upon receiving notice of the recall, the PPV shall notify all customers electronically receiving distribution of the product under this contract using the most expeditious manner. The subject line shall include the name of the product being recalled.

b. The PPV shall not ship recalled products to the customers.

c. Expeditiously notify the following management offices of the Department of Veterans Affairs and Indian Health Service electronically

Contracting Officer, PPV Team, National Contract Service
E-Mail -karen.ade@va.gov

Pharmacy Benefits Management
E-mail - jennifer.zacher@va.gov

Supervisor, Pharmacy Support Branch, NSSC

E-mail - matthew.miller@ihs.gov

Chief, Pharmacy Logistics Support, BOP
E-mail – mcrockett@bop.gov

d. At a minimum, the recall notifications shall include the following information:

1. Complete item description, (product number & lot number) and/or identification along with the manufacturer and national drug code
2. Contract and Delivery Order number
3. Reason for recall
4. Disposition Instructions. If a direct recall is issued, the PV shall include the manufacturer disposition instructions.
5. Level of recall

The PPV will provide within their reporting system a report that provides historical data on purchases by account for a specific item or NDC which will include actual lot numbers and expiration dates.

The notifications will be sent via e-mail and by the PPV through its electronic ordering system and shall be separate and independent from any other correspondence such as invoices. The product name (generic and trade), and level of recall (if available) must be included in the subject line.

e. The PPV shall issue credit for any product where specified in accordance with the manufacturer recall.

I-16 Delivery

a. Routine delivery for all sites, (except CMOPs, the NAC accounts, and participating facilities outside the Continental United States), is required daily, Monday through Friday, to the delivery point(s) established by the facility. The PPV shall provide next-day or next scheduled delivery day for all orders placed by 6:00pm customer local time. Delivery shall be between the hours of 8:00am and 3:00pm customer local time. Delivery to multiple sites may be required by some of the facilities. Customers shall be able to place PPV orders seven days a week. PPV orders placed on Friday, Saturday or Sunday shall require delivery on the following Monday.

b. The PPV shall notify the VANAC contracting officer of any changes in distribution centers.

c. The use of alternate distribution centers will be defined as requiring the PPV ship inventory from a designated secondary distribution center when it is available to fulfill a current order rather than

cancelling. Each DC Servicing site will have a secondary DC identified which will be queried in the event of a stock outage at the Primary DC. If stock is available at the secondary DC, the particular line item will be fulfilled from the secondary DC without charge to the government or delay.

d. When the adjusted fill rate falls below 97% for the customer's PPV primary distribution center, the PPV shall establish the use of alternate PPV Distribution Center(s) at the request of the customer. Before the underperforming distribution center may be re-established as a customer's primary distribution center, the PPV shall provide documentation to the VANAC contracting officer of corrective actions taken to improve the fill rate.

e. The use of alternate Distribution Centers by the PPV shall be at no cost to the Government and shall be seamless to customers for order placement, delivery, and payment processes established under this contract.

f. Bulky items may be drop shipped when mutually agreed upon between the PPV, the participating customer and the product supplier. Drop shipments must be shown on the customer confirmation printback. The awarded PPV distribution fee shall be applied to drop- shipment orders. Drop shipments that are mutually agreed upon by the PPV, customer, and product supplier, should not incur extra charges.

g. Delivery orders that include products classified as "controlled drugs" shall be packaged separately from the rest of the delivery order and in accordance with DEA requirements.

h. Delivery orders that include products classified as “hazardous drugs” as defined by National Institute for Occupational Safety and Health (NIOSH) and listed on the most current version of the “NIOSH List of Antineoplastic and Other Hazardous Drugs in Healthcare Settings” must be identified by the PPV. The PPV will ensure hazardous drugs are packed and shipped in impervious plastic and packaged separately from the rest of the delivery order to segregate them from other drugs and to allow for safety in the receiving and internal transfer process. In addition, the PPV will mark or label the outermost packing as “NIOSH Hazardous Drug” to assist facilities in meeting the compliance requirements and in accordance with ASHP Guidelines on Handling Hazardous Drugs and USP General Chapter <800> requirements.

i. Delivery shall conform to drug integrity and storage as outlined in USP 1079.

j. Delivery inspection and acceptance shall be performed in accordance with FAR 52.212-4(a). The Government will witness products received at the loading dock (or specified delivery location) and sign delivery receipt documents before the PPV driver departs. Witness of products received in no way waives the Government's rights under FAR clause 52.212-4(a) Inspection and Acceptance.

k. Packages marked or labeled as NIOSH Hazardous Drugs and identified as damaged shall be returned to the PPV driver immediately before they depart for return to the PPV.

l. The PPV shall act as a conduit to pass through orders to expedite and simplify the order and payment processes.

1. A drop shipment order placed with the PPV shall be identified on the customer's ordering screen for approval by the customer prior to the order being picked/filled/delivered. The PPV shall confirm in the customer confirmation printback the item as being drop shipped. Unless approved by the customer, drop shipments directly from product manufacturers for recurring products are prohibited.

2. When such a drop shipment request is initiated by the PPV customer, the PPV shall be responsible for placing the drop shipment order to the product supplier.

   The PPV shall, within 24 hours, provide the customer a confirmation printback regarding the expected delivery date from the product supplier, the product pricing, and the following minimum information:

   a. PPV name and address and PPV "bill to" address
   b. The Government ordering facility's name and ship to address
   c. The Government ordering facility's PPV assigned account number
   d. The Purchase order/Delivery order number from the ordering facility. This would be the final, approved purchase order/Delivery order number assigned by Parent facility if the order was initiated by a Satellite Government facility
   e. Confirmation printback report date and time
   f. NDC, UPN, UPC, or appropriate product number (non-pharmaceutical items) listed for each item ordered
   g. Product Number as assigned by ordering facility (where available)
   h. Quantity requested, and availability confirmed for each product ordered
   i. Unit price confirmed for each product ordered
   J. Extended price of each line item, reflecting the PPV negative distribution fee (imbedded in each contract product price)
   k. Confirmed grand total of the order
   l. Paperless invoice number from the PPV
   m. Invoice.dat; data file information (required for Drug Accountability.) VA Drug Accountability Point of Contact is Mr. Dave Blocker, OIFO, (205) 943-2319 (See Attachment B)
   n. Name of individual placing the order

3. When a drop shipment method is required by the PPV to meet the fill rate requirements of the facility for contract products that are not in stock due to a failure by the PPV, then the PPV shall be responsible for providing the order in accordance with the terms of the PPV

contract. Drop shipments shall be shown on the customer's confirmation printback and the awarded negative PPV distribution fee shall be applied to the order. The invoice for the drop shipment shall be submitted by the PPV in accordance with the terms of this contract.

4. When a drop shipment method is required by the PPV to meet a facility's request for a quantity of products that is excluded from the fill rate calculation and the quantity requested exceeds the PPV's stock, the PPV remains responsible and shall accept the Government's order. The PPV shall place a direct delivery order (drop shipment) from the product supplier. The PPV shall, within 24 hours, provide the customer a confirmation printback indicating the expected delivery date, product pricing and information required under I-IS 2. above. Next day or next scheduled delivery day requirements do not apply to drop shipment orders as indicated in this paragraph.

m. When the PPV is notified by the customer of a "Pass-Through Delivery" being made by the product supplier to the ordering customer, the PPV shall be responsible for invoicing the customer in accordance with the terms of this contract. The PPV shall be notified by the product supplier of the terms and conditions (products, Govt. pricing, expected delivery etc.) of the customer's order, and the PPV shall create the PPV invoice based on the information provided by the supplier. The PPV is responsible for submitting the invoice as quickly as possible to the customer once all the information is acquired from the product supplier. The awarded negative distribution fee shall apply to Pass-Through Deliveries. When the PPV is made aware of such information, the PPV ordering system should denote what products are only available as Pass-Through Deliveries.

n. The PPV shall be responsible for reporting Dropped-Shipped and Pass-Through products itemized by line item as specified in the applicable reports listed in Section I-27.

o. Safety Considerations - The PPV shall be responsible for ensuring Dropped-Shipped and Pass-Through products meet the requirements listed in Sections I-16 i and l.

p. Environmental Considerations- Where possible the PPV, while ensuring the safe and proper distribution of the items ordered under this contract, shall use appropriate packing materials that have the least impact on the environment. Manufactured or disposed packing or shipping materials which decompose or can be recycled, are preferred. Products shall be delivered on non-wooden pallets. The maximum stacked height of pallets (i.e. 2 pallets of goods stacked one on top of the other) shall not exceed 72 inches unless otherwise agreed to by the individual facility.

CMOP and National Acquisition Center (NAC) Account(s) Specific Delivery Requirements:

Delivery is required next day and the PPV shall ship items six days a week (Monday through Saturday) to the CMOPs and NAC delivery points shown in Attachment "A". Delivery shall be made between the hours of 5am and 8am customer local time unless other agreements are made between the individual CMOPs, NAC accounts and the PPV. The VA NAC Contracting Officer shall be notified by the PPV about special delivery agreements with the CMOPs NAC accounts and the PPV.

The CMOPs and the NAC accounts shall be able to place orders six days a week (Monday through Saturday). Orders placed on a Friday or Saturday are required to be delivered the following Monday, unless otherwise specified.

1. The PPV shall bar-code each tote and/or box delivered for receiving at the VA-defined dispensing zone.

2. Each line item within the tote/box shall be listed in the electronic invoice.

3. When a discrepancy is acknowledged, a credit memo/invoice resolving the issue shall be generated by the PPV. Credit memos may be applied by the PPV to the current invoice.

4. The PPV shall palletize full case products in such a manner that only one P.O. is on each pallet. Orders for less than full cases must be delivered in totes by the PPV.

5. The PPV shall provide deliveries twice per day to any CMOP upon request. When a second truck is required to complete the daily shipment, the delivery will be made within the required hours of 5 am to 8 am.

6. For controlled substance orders, full-case order quantities shall be palletized by the PPV with only one P.O. per pallet.

7. The PPV shall not deliver full case orders in totes.

Facilities Located Outside the Continental United States- Specific Delivery Requirements:

All participating facilities that are geographically located outside the Continental United States will place orders Monday through Friday. The PPV shall be required to provide delivery no later than 48 hours from receipt of order.

I-17 Emergency Delivery

a. Emergency deliveries as defined by ordering account shall be delivered within 12 hours (24 hours for those facilities located outside the Continental United States) of receipt of order by the PPV, 24 hours per day, seven days a week.

b. When required by participating facilities, the PPV shall provide six emergency deliveries per calendar month at no additional transportation/handling cost to the ordering account. Emergency deliveries above the six per calendar month deliveries provided at no cost, shall be processed by the PPV in accordance with the emergency delivery time, terms and conditions under the contract but prior to the release of the emergency delivery, the PPV shall notify the customer that applicable and reasonable transportation and handling costs will be applied to the customer's order. Emergency deliveries caused by the PPV's non-compliance to the requirements of the contract shall be at no cost to the PPV customers and shall not count against the six no-cost emergency deliveries.

c. Emergency orders may be placed with the PPV by fax or telephone. At a minimum, when the order is from a satellite facility, the PPV shall obtain verbal approval and be in receipt of an approval number from the satellite facility's approving office prior to releasing an emergency order. If an approving office is closed or unavailable satellite facilities may place orders directly. The PPV shall then, within 24 hours, enter the faxed or phoned-in emergency order into the PPV ordering system for subsequent processing through the electronic ordering system.

   Emergency orders entered into the system by the PPV shall be clearly designated as such to avoid duplication of orders. Emergency order purchasing data shall be part of the PPV customer's purchase history. The PPV shall notify the NAC Contracting Officer of repetitive emergency orders by facilities.

d. Prior to contract effective date, the PPV shall provide the COTR or designated POC of each facility, the name, telephone number, and/or mobile number of the PPV representative responsible for providing the emergency service.

I-18 Invoice System

a. The PPV shall furnish a paperless invoice feature on its electronic ordering system which provides each customer a correct and complete invoice based on the PPV's confirmation printback report (which shall be based on the customer's order), along with the actual receipt of product(s).

b. In addition to the printback confirmation information, the electronic invoice shall also reflect the actual lot numbers, expiration dates, ordering individual's name and customer delivery zones (where applicable) of the products released under the customer order.

c. In order to be considered a proper invoice from the PPV, the electronic invoice shall also include any changes made by the PPV customer prior to actual delivery and must meet the terms and conditions set forth in the payment requirements of the solicitation.

d. Paperless invoices shall be downloadable and printable. Paper invoices will be included with the delivery.

e. Drop ship invoices shall be provided within 7 days of delivery.

f. The PPV is required to include a "submitted by" field on each electronic and printed invoice.

I-19 Returns Goods Policy

a. The PPV shall accept customer returns in accordance with applicable laws, regulations, and normal business practices for credit at no charge to the facility for conditions 1 through 5 below. Returned products shall be credited to the individual ordering facility/VISN/national accounts within seven days of product receipt.

1. Products shipped through the PPV contract in error (i.e. incorrect item, price, or quantity);

2. Products received through the PPV contract with visible or concealed damages;

3. Products received through the PPV contract with visible soiling or with an appearance of tampering.

4. Recalled products, regardless of level of recall or date of receipt.

5. Products received through the PPV contract that have less than six months shelf life dating at the time of receipt from the PPV, unless otherwise authorized by facilities.

b. Once the PPV is notified by the customer of a product return as a result of any of the conditions listed in 1 through 5 above, the PPV shall arrange the return be accomplished in no later than two scheduled delivery days.

c. Product returns should not be invoiced by the PPV until the return is processed by the PPV to reflect any associated fees.

d. The customer will be responsible for the safe keeping, proper storage and proper handling of the product until the return is picked-up.

e. VA uses a separate contractor for the return of products that are outside the conditions listed in items 1 through 5 above. The PPV shall process the credits and pass them on to the PPV customers.

f. Whenever the PPV accepts a request for return of products purchased from the PPV that are outside of the conditions listed in items 1 through 5 above (i.e. order error by the customer), the PPV shall perform such return in accordance with standard industry practice:

1. For returned products stocked by the PPV, the products shall be returned to the PPV at no charge to the customer.

2. For special order products requiring return of the product to the supplier by the PPV, the customer will pay the fee normally charged by the product supplier to its commercial customers.

I-20 Federal Government Holidays

Alternate delivery schedules may be required for the Government holidays listed below. Each ordering facility is responsible for specifying alternate delivery dates in writing to the PPV no later than the end of the 120-day implementation/transition period.

Table 6: Federal Government Holidays

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed by U.S. Government agencies.

There may be a few additional American Indian or Alaska Native Holidays wherein an IHS facility may not be available to accept deliveries. IHS facilities will notify the PPV in writing or by phone of those holidays and their specified alternate delivery dates no later than the end of the 120-day transition period.

The PPV shall notify each facility seven calendar days in advance of any delivery day changes made by the PPV due to a planned PPV inventory shut down, etc.

In the event of a Federal holiday that is a one-time result of an executive order the PPV shall consider facilities closed. Facilities are required to call the PPV if they are going to be open. The PPV will attempt to contact all facilities in advance to determine if they are open or closed using the most recently available phone number.

I-21 Price Loading

a. The VANAC is the only entity authorized to approve price changes to Federal Government contracts, BPAs and BOAs. Any notice of price changes received by the PPV directly from product contractor or participating customer shall be forwarded by the PPV to the VANAC Contracting Officer for validation. If the PPV makes any price changes as a result of notifications from other than VANAC, such changes are considered unauthorized and no price adjustments shall be allowed to the PPV.

b. The PPV shall host a secure file transfer protocol (STFP) site and allow VANAC to post the price files to the site on a nightly basis, including weekends. The file will be a tab delimited format. There will be two types of price file transmissions, a Delta file and a Complete file. Delta file consists of changes made to items and pricing for a given day. Complete file contains all active prices. VANAC will transmit the Delta and Complete files nightly. The PPV shall electronically load across all PPV distribution centers all contract actions including price changes, product additions/deletions, contract extensions, and contract expirations by 6:00 am Eastern Time (ET) on the effective date of the change. All changes shall be visible on the PPV ordering system by 6:00 am Eastern Time (ET).

c. Updates pertaining to miscellaneous contracts will be made available by the VA NAC to the PPV.

d. The PPV shall be responsible for loading correct price information on each participating customer ordering screen as specified in Section I-4 e. of this solicitation. The PPV ordering screen shall provide information specific to the pricing and contract eligibility of each customer and shall be available for use by the customer for online inquiry into product pricing and quantity availability.

e. The PPV shall load all price updates authorized by the VA NAC, (e.g. quantity discounts, BPA discounts, incentive agreements) for individual ordering sites, or agencies, and updates shall be available on the customer's PPV screen within 24 hours.

f. Public Law 102-585 prohibits pharmaceutical contractors from charging specified Federal entities prices higher than the calculated Federal Ceiling Price (FCP) for certain covered pharmaceutical products. Occasionally, pricing for FSS contract items (covered drugs only) may require a retroactive effective date as required by this legislation.

g. In accordance with Public Law 102-585, Veterans Health Care Act of 1992, FSS contractors that manufacture "covered drugs", as defined by the Public Law, must recalculate their pricing on an annual basis. FSS Contractors are then given the opportunity to update their contract pricing to reflect the approved calculation changes. Pursuant to the Public Law, these changes must go into effect by January 1st of the following calendar year. The VA estimates 12,000 covered drug changes to be made, the majority of which will have price changes during the period of December through January. Due to the large number of pricing changes that must be completed before the end of the calendar year, the update schedule shown above will not apply when forwarding these price changes to the PPV. The NAC Contracting Office will work with the PPV to establish a time frame of forwarding such Public Law price changes electronically to the PPV.

h. The PPV shall separate pharmaceutical products with dual pricing structure into:

1. One price available to all VA customers and other customers designated by the product supplier.

2. One price for OGAs.

I. The PPV shall load two individual up-front prices for certain line items and be responsible for ensuring the appropriate customers receive the appropriate pricing. Public Law pricing is granted to the "Big 4" customers, however, an FSS contractor can extend this pricing to all Government customers.

J. The PPV shall imbed its awarded distribution fee in the VANAC furnished product prices. Since the Government anticipates a better distribution fee from the PPV for customers paying under the Fast Pay program, OGA customers may determine to switch over to the Fast Pay program. In this case, the VANAC will notify the PPV via a modification, whenever a participating OGA customer determines to switch over to the FAST PAY method of payment. Such notification shall require the PPV to apply the awarded FAST PAY distribution fee to the customer's account. Likewise, if a Fast Pay OGA customer determines not to continue in the Fast Pay program, the NAC will notify the PPV by modification to apply the NET 30-day fee to the OGA customer.

k. Failure by the PPV to timely and correctly load VA price reductions in accordance with the requirements outlined in this Section (I-22) will require the PPV to reimburse the Government the difference between the price paid by the PPV customer and the correct price for each order placed for the affected product from the date the price reduction should have occurred until the date the PPV charged the customer the correct price. This amount shall bear simple interest from the date the PPV customer originally made payment until repaid by the PPV. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount was overcharged and then at the rate applicable for each six-month period as fixed by the Secretary until amount is paid by the PPV. In addition, the Contracting Officer may negotiate additional consideration for excessive errors in billing or excessive delays in corrections or excessive delays in repayment of the overcharges and interest due. Excessive errors in billing may be considered by the Government as grounds for Termination for Cause (See Clause 52.212-4 Contract Terms and Conditions - Commercial Items).

l. The Government may conduct periodic audits of PPV Government customer accounts. The failure by PPV to resolve the pricing discrepancies uncovered by an audit will cause the matter to be pursued under the Disputes Act of this contract. For pricing reviews/audits conducted by the VA Pharmacy Benefit Management, the PPV shall be:

1. Notified in writing by the NAC PPV Contracting Officer of the findings of the PBM audit,

2. Required within 60 days to provide to the PBM through the NAC PPV Contracting Officer a written response and determination regarding the audit’s findings and

3. Within 90 days of the PPV's initial acknowledgement of the findings of the PBM audit and the PPV's response to the NAC PPV Contracting Officer, the PPV shall be responsible to issue credits to the customers affected by the price discrepancies.

m. Veterans Affairs, Office of Inspector General (OIG) may conduct periodic audits of PPV Government customer accounts. Audits may also include review of performance compliance to the terms of the PPV contract.

I-22 Price Administration

The PPV shall comply with Section I-21, Price Loading when entering the contract prices (new or revised) into the PPV ordering system. The contract price shall remain in effect until

1. The contract expires, or

2. The VA NAC Contracting Officer notifies the PPV of a price change or the deletion of the item.

I-23 Product Additions

a. The PPV shall load and make available all NAC authorized product additions in accordance with the terms and conditions of this solicitation and its resultant contract(s). Product addition usage requirements shall be provided to the PPV by the accounts within 30 days of the effective date of the product addition. In instances where the PPV shows no purchasing activity for a new product addition within the initial six-month period, the PPV shall notify the NAC Contracting Officer of the null activity and the PPV may request a re-evaluation of the addition of the product to the program.

b. For product additions due to a change in the manufacturer's NDC number, or due to the deletion and replacement of a product by the manufacturer, or in situations where the PPV is notified by the VA NAC that the Government has determined a need to switch its procurement selections to the only available contract-priced product; the PPV shall assign the usage history of the original product to the current product addition.

c. PPV shall honor participating customer's requests for addition of covered or branded drug's usage into generic drug usage history. The PPV shall inform the customer when the addition process has been completed.

I-24 Rebills, Reclaims or Ad bills

a. Rebills, Reclaims or Ad bills are procedures used to correct a previous invoice.

b. The PPV shall make price changes only in accordance with paragraph I-21 Price Loading, and I- 23 Price Administration. Invoices and payments shall be reviewed for accuracy by both the ordering facility and the PPV within three months of notification by product manufacturers of charge-back denial. The PPV shall not issue rebills, reclaims, or ad bills after this date, unless approved by the NAC Contracting Officer. All rebills, reclaims, and ad bills, shall be clearly identified as such, and shall reference the original Purchase Order or Delivery/Task Order number (as assigned by the Parent facility in instances when the order was requested by a Satellite facility), the original PPV

invoice number, original order date, an itemized listing (by NDC/UPC if available) of the product(s) affected, any credit memo associated with the rebill, reclaim or ad bill, involved, the reason(s) for the rebill, reclaim or ad bill and the effective date of the price change. The data listed above shall be available in the reporting system.

c. Rebills, reclaims, or ad bills issued by the PPV shall reflect the original NDC/UPC price charged, corrected price, quantity ordered, and net difference due, after any original credited amount has been applied and shall reference the original P.O. and original invoice number.

d. Rebills, reclaims, or ad bills issued by the PPV shall be available online to receiving customers (except IHS and tribal customers serviced by the NSSC), with the option to print a hard copy.

e. Rebills, reclaims, or ad bills issued by the PPV for the IHS and tribal customers serviced by the NSSC shall be available only to the NSSC, Oklahoma City, Oklahoma.

I-25 Credit Accounts:

a. The PPV shall create credit accounts for each Government account participating under the PPV contract.

b. Credit Accounts created by the PPV shall contain credits for product returns, shorts, discounts from product contractor, debits, volume discounts, tiered discounts, rebates, FSS BPA discounts, allowances in lieu of returns, reverse distribution, etc. Each credit issued shall be clearly identified as such, and shall reflect the original purchase order, (as assigned by the Parent facility in the instances when the order was requested by a Satellite facility), the original PPV invoice number, original order date an itemized listing of the product(s) affected, any rebill associated with the credit, and the reason(s) for the credit (i.e. product contractor credit, merchandise return, BPA program name, etc.). All credits including third party credits, such as a reverse distributor shall be itemized to include at a minimum item descriptions, date(s) received, quantity, amount, credit memo #s and credit provider.

c. The PPV shall issue credits within 3 days and all credits issued shall reflect the net credit amount available to the customer.

d. The PPV shall credit all credits due to a customers' credit account on a daily basis and shall notify customers of credit balances on a monthly basis.

e. An order by a customer using the available credit amounts in its credit accounts shall be of sufficient value to expend the account's total value against its order. The customer will communicate its order in such a manner as to ensure an efficient processing of the credit purchase. This transaction is a business matter between the PPV and the customer.

f. The PPV shall take all necessary steps to ensure that credits that become available close to the end of the Governments Fiscal Year (September 30th), are available for use in the customer credit accounts no later than five days prior to the end of the fiscal year.

g. All credits issued shall be available online to each customer (except IHS and tribal customers serviced by the NSSC, or designee), with the option to print a hard copy.

h. All credits issued for the IHS and tribal customers serviced by the NSSC in Oklahoma City, Oklahoma, shall be available only to the NSSC. For all IHS and Tribal sites serviced by the NSSC, the individual facility's credit accounts shall be set up with the NSSC as the parent facility. All documentation regarding credits and debits for the sites serviced by the NSSC, shall meet the requirements cited herein and shall be released only to the NSSC.

i. The PPV is cautioned that credit purchases shall not result in the transmission of an EDI 810 transaction, except for those amounts of any order that are not sufficiently covered by the credit amount.

Additional Requirements for CMOP Only

1. All terms and conditions of the contract apply to the CMOP in addition to the following. The PPV shall establish a Purchase Order number for credits in the following format: Station Number, followed by a dash, followed by "CR", followed by the month/year (mm/yr.) the credit is issued. For example, a credit processed for August 2018 for station 600 would be: 600-CR0S18.

2. The PPV shall establish a Purchase Order number for Rebills similar to the credit process previously described herein, except that rebills will be identified in the PPV system as "RB". For example, if Station 600 had a rebill in August of 2018, the Purchase Order number would be 600-RB0818.

3. The PPV shall deliver hard copies of the credit and rebill statements to the CMOPs with the next delivery.

4. The PPV shall provide the original invoice number on the credit and rebill documents for facility use as needed. The PPV shall provide electronic system capability that allows CMOP facilities to search by invoice number for easier identification of the original purchase order.

   There may be instances due to Public Law price changes or other price administration adjustments where the Government may require the PPV to submit such identified specific credits under a specific government established delivery order.

I-26 Reports

a. In addition to a dashboard the following reports shall be available online, in real time, printable and downloadable as an export delimited file and Microsoft® Excel compatible format to the agencies identified.

   1. Customers shall be able to print multiple pages simultaneously and to scroll through multiple pages.

   2. Customers shall be able to access online global data and be able to create/customize data into consolidated reports. Customized templates and reports created by national agencies shall be made available to all agency users.

b. Report formats are provided as a guide, but the fields cited herein shall be shown. The order of the field placements on the individual reports is at the discretion of the PBM. The VA NAC and PBM are the only organizations authorized access to all Agency reports. VISN PBM will have access to all network level reports. The PPV shall provide the Director of the NSSC a duplicate of all reporting data that is provided to each IHS and Tribal facility throughout IHS. The Director of the NSSC is responsible for compiling all IHS and Tribal data and for providing the necessary reporting information to IHS headquarters.

c. The PPV shall provide the most complete, advanced and up to date report package through a Management Information System (MIS) module that is interfaced with the Automated Ordering System, (Transaction Processing System (TPS)) used for placing electronic orders. This MIS module shall be available to the Director of Pharmacy Service, or designated Points of Contact (POC). The reports shall be available at the ordering facility level. Failure by the PPV to provide the reports timely may adversely affect the PPV's performance rating. For reporting purposes, the PPV shall include in its automated order system a standard field to denote "business size" for product contractors who hold Government contracts (i.e., FSS contract and/or National contract, etc.). This field is not required to appear on the ordering screen of the automated order system. However, the field is required in reports requested by the Government offices listed below. The Contracting Officer will furnish the PPV the business size status information for all contractors whose products will be distributed through the PV program.

d. Reports shall readily available in the MIS for purchases made over the past 60 months. The PPV shall provide all archived purchase data upon request by the NAC and other Program Offices within 7 days of request.

Standard Reports- The PPV shall provide the most complete, advanced and up to date standard report package through a Management Information System (MIS) module that is interfaced with the Automated Ordering System, (Transaction Processing System (TPS)) used for placing electronic orders. This MIS module shall be available to the designated Points of Contact at the Facility level, VISN level and National level. For reports that are rolled up at the VISN and National level, the PPV is required to provide drill down capabilities as to allow the user to reach additional detail. Reports must

be downloadable to an excel spreadsheet and delimited text file format. Grouping of accounts for management oversight is required by VISN and National Agencies. VISN and National grouping permissions must be approved by the CO. At a minimum, the following reports shall be available at the Facility, VISN and National Agency level.

The following reports shall be available online, in real time, printable and downloadable as an export delimited file and Excel compatible format to the agencies identified.

1. Customers shall be able to print multiple pages simultaneously and to scroll through multiple pages.

2. Customers shall be able to access online global data and be able to create/customize data into consolidated reports.

b. Report formats are provided as a guide, but the fields cited herein shall be shown. The order of the field placements on the individual reports is at the discretion of the PPV. The VA NAC and PBM are the only organizations authorized access to all Agency reports. The PPV shall provide the Director of the NSSC a duplicate of all reporting data that is provided to each IHS and Tribal facility throughout IHS. The Director of the NSSC is responsible for compiling all IHS and Tribal data and for providing the necessary reporting information to IHS headquarters.

c. The PPV shall provide its standard report package through a Management Information System (MIS) module that is interfaced with the Automated Ordering System, (Transaction Processing System (TPS)) used for placing electronic orders. This MIS module shall be available to the Director of Pharmacy Service, or designated Point of Contact (POC). The reports shall be available at the ordering facility level. Failure by the PPV to provide the reports timely may adversely affect the PPV's performance rating. For reporting purposes, the PPV shall include in its automated order system a standard field to denote "business size" for product contractors who hold Government contracts (i.e., FSS contract and/or National contract, etc.). This field

   is not required to appear on the ordering screen of the automated order system. However, the field may be required in reports requested by the Government offices listed below. The Contracting Officer will furnish the PPV the business size status information for all contractors whose products will be distributed through the PV program.

d. Reports shall be able to be generated for purchases made over the past 60 months. The PPV shall provide all archived purchase data upon request by the NAC and other Program Offices within 30 days of request.

   Standard Reports –

   12 Month Inventory Turns Forecast Report/ Detail Report – provides a customizable report to customers based on historical purchases with the option to select one account or multiple

accounts for their facility. The report shall include the account number, account name, station number, account address, account city and state, item#, NDC/UPC number, item description, generic description, supplier name, velocity indicator (A, B or C), re-order point, re-order quantity, estimated annual quantity, estimated annual dollars, last price paid, theoretical stock $ amount, estimated turns/annually.

12 Month Inventory Turns Forecast Report/Summary – provides a summarized dollar value report for customers based on historical purchases, velocity indicators (A, B or C), reorder points and reorder quantity parameters and values stored. This report can be generated for one or multiple accounts.

High Frequency Item Report – a customizable report providing management with an overview of frequently ordered items. This report provides the ability to select specific items or all items, the frequency items are purchased, date range and for one or multiple accounts and sort options. The report shall provide a minimum but not limited to: account number, item#, NDC/UPC#, item description, manufacturer/supplier, velocity indicator, average frequency ordered, total quantity ordered, total dollar and average price paid.

Obsolete Inventory Report – a detailed report with an adjustable date range providing management an overview of obsolete items. This report shall provide the minimum but not limited to: account number, item number, NDC/UPC #, item description, generic description, total dollar spent for the item, average monthly dollar spent and last purchased date.

Contract Compliance – a detailed report at account level with lost savings opportunity. This report shall provide customers an overview for when a product was purchased, and a lower price contracted item was **available** (in stock) at the time of purchase by another manufacturer. At a minimum the report shall provide but not limited to: customer name, customer number, delivery address, date range, NDC/UPC#, item #, supplier name, invoice number, invoice date, quantity purchased, purchase price, lost dollar value, lower contracted item available and available quantity at time of purchase. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts

Controlled Substance Report – a detailed report that provides the customer with the options to generate a specific date range and sort options. At a minimum the report can be formatted to combine accounts or break by accounts, provide invoice detail only or invoice detail with a monthly summary of quantities ordered, invoice price per package, invoice extended price, lot#, expiration dates, the staff member that ordered and the staff member that electronically received the e222 order in compliance with 21 CFR § 1305.22 (g). In addition, the report can be grouped by invoice date, generic description, drug schedule, or no grouping. Item level sort options include NDC/UPC, item description, generic description, or total dollar.

Descending Dollar Report – provides management with an overall total dollar spend for drugs on therapeutic classification and therapeutic code. This report also provides the current monthly percentage of dollars spent versus cumulative percentage of dollars spent over a select time.

Drug Supply Chain Security Act - a detailed traceability report that provides 3T data for all purchases ordered and invoiced through prime vendor. Information to be included but not limited to: account number, transaction type (TS, TI, TH), invoice number, invoice date, NDC#, description, quantity, direct or drop-ship purchased, lot#, expiration date, Transaction Date, Seller Name, Seller Address, Buyer Name, Buyer Address. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts. In the event of changes to the DSCSA reporting requirements the contents of this report may be updated.

High Cost Report – a detailed report with an adjustable range from the top 5 to the top 200 drugs based on overall total dollar based on purchase history. This report can be generated by account (s) or combined station or VISN level providing an overall total dollar for a specific date range, or by comparing month to month, quarter to quarter or a year to year comparison. This report can be formatted by descending dollar by category, therapeutic class or generic description with sort options by item description, item number or descending total dollar. The user can select a customized date range, a specific manufacturer or all manufacturers, a specific product or all products. The report shall include but not limited to: account #, account name, date range, item #, generic description, NDC/UPC#, brand name, average price paid, total quantity purchased, total dollar spent, percentage of class and total percent of dollars spend.

Item Level Availability Updates Report – a detailed item availability report tailored to your purchase history. This report lists specific products accounts purchase to quickly identify shortages. Information in this report shall include but not limited to: account number, item description, item #, supplier name, net dollar spends, net quantity, quantity omitted, quantity omitted due to MFG inability to supply, and current supply status. This report can be generated for adjustable date range by single account, station level accounts or VISN level for all accounts.

Manufacturer Information – a report type database available at the wholesale level that provides customers with detailed information on manufacturer recalls, both current and archived.

Price History Report - an executable report file that can be downloaded and used for the wall to wall inventory and/or management review purposes. Information in this report shall include but not limited to: account number, item #, item description, NDC, unit of measure, current price per orderable unit, current price per dose, current price effective date, date last purchased, quantity last purchased. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts.

Purchase Drill Down - a summary report by account to show total dollar spend for a specific time-period. This report can be generated by single or multiple accounts and provide an overall view of dollars spent by product or contract for a specified date range.

For example:

Product report - broken down by month, and total dollar for each category; $ net purchase, $ RX, $ OTCs, $ brand, $ generic, % generic purchased

Contract report - broken down by month, and total dollar for each category; $ net purchase, $ contract, $ non-contract, percent difference

Purchase History Report - an invoice level detailed report that can be customized by date range, account(s), select items, items by drug schedule, items by drug class, or all items purchased. This report shall include the following fields but not limited to: invoice/credit date, item #, item description, NDC, unit of measure, invoice price (dose), invoiced price per (pkg), invoiced quantity, invoiced quantity (doses), lot#, expiration date, invoice extended price, ship to city, account number, account name. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts.

Recall Report - a detailed purchase history report by account that can be customized to the invoice level. The report shall include the following but not limited to: account number, account name, account ship to address, account state, date purchased, item #, item description, NDC, manufacturer, unit of measure, manufacturer size, lot# (s), expiration dates, quantity purchased, price per package, extended invoice price. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts

Returns Report – a detailed returns report by account number or station level with an adjustable date range to include but not limited to: the account number, account name, account ship to address, account ship to state, item#, item description, NDC#, original invoice number, quantity returned, original unit price (pkg), extended price returned, reason for return, date returned, date wholesaler received, date credited back to customer, credit memo number, credit memo date.

Return Pending Credit - a separate report by account number that provides detailed description for credits pending and include but not limited to: the account number, account name, account ship to address, account ship to state, item#, item description, NDC#, original invoice number, quantity returned, original unit price (pkg), extended price returned, reason for return, date returned, date wholesaler received.

Return Authorization – the ability to print a return authorization in the event the RMA is lost in transit to the customer.

Therapeutic Usage Detail Report - a detailed report that can be generated by account number (s) or combined across accounts at the station level. This report provides a view of purchases grouped by therapeutic category which can be formatted by descending dollar by category, therapeutic code or therapeutic description. The report can be further customized by date range, manufacturer, therapeutic class or all classes. The report shall include but not limited to: account #, account name, date range, item #, generic description, NDC/UPC#, brand name, average price paid, total quantity purchased, total dollar spent, percentage of dollars spent by drug within class and total overall percent of dollars spent within the period.

Third Party Credit Report – a detailed report at account level providing customers with 100% accountability on credits for tracking purposes to include the following information not limited to: account number, account name, account address, item description, NDC/UPC#, quantity, credit amount, date credit applied, credit memo number, vendor name, vendor credit transaction number. Additional identifier to include reason for credit such as; contract price adjustment, volume discount, tiered discount, rebates, FSS BPA discounts, allowances in lieu of returns, reverse distributions, etc.

Time Series Report - a customizable purchase history report by account (s) with the ability to generate in detail, by summary or time comparison (by month, quarter or year to year).

Total Dollar Purchase History – a detailed report that can be customized by date range and ability to report by (calendar month or year), item level separated by account (s) or overall total dollar by item description. The report shall include the following fields but not limited to: account #, account name#, ship to city, date, item description, item #, NDC, total quantity purchased (net), invoiced price (pkg), total dollar purchased (net), therapeutic class. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts

Total Dollar Report - a summary report by account to show a total dollar spend for a specific time- period. The report shall include the following fields but not limited to: account #, account name, account ship to address, account ship to city, total dollars purchased (net), total dollars purchased (gross) and total credit dollars. This report can be generated with an adjustable date range by single account, station level accounts or VISN level for all accounts

Usage Detail Report – a detailed report that can be customized per account number(s) or combined across accounts at the station level. This report can be formatted by descending dollar by category, generic code or generic description with sort options by item description, item number or descending total dollar. The user can select a customized date range, a specific manufacturer or all manufacturers, a specific product or all products. The report shall include but not limited to: account #, account name, date range, item #, generic description, NDC/UPC#, brand name, average price paid, total quantity purchased, total dollar spent, percentage of class and total percent of dollars spend.

At a minimum, the following standard reports will be made available to the HIS HSSC:

See “Canned reports IHS" attachment

	I 26 (B) Reports for VA National Acquisition Center (Contracting Officer) and Program Management Offices	I 26 (C) Reports for Supply Offices and Pharmacy Directors located at each ordering site	I 26 (D) IHS Specific Report Requirements for Indian Health Service, National Supply Service Center, (NSSC) Oklahoma City, OK
1. Velocity I	Vendor Contract Supply Problem	Velocity I	Non-Formulary Drug
2. Velocity II	National Contract Compliance	Velocity II	Narcotic Drug Report
3. Usage	Sales Report	Usage	Report 45 –Drug Distributed by Facility Report
4. Contract Compliance	Fill Rate Report (Global)	Narcotic Drug Report	Product Allocations
5. Narcotic Drug Report	Agency Summary Report	Vendor Contract Supply Problem	
6. Fill Rate	Grand Summary	Contractors’ Sales Summary	
7. Product Allocations	Contractor Sales Summary Report	Contract Compliance Report	
8.	Product Allocations		
9.	Product Diversion Alert		
10.	CMOP Out of Stock/MBO Report		

The standard report packages shall include the following:

a. In addition to NDC#s, the PPV shall use Universal Product Numbers (UPN's) and Unit Product Codes (UPC's) as unique item number identifiers when they are available by manufacturers.
b. Only VA NAC and PBM shall have global read only access to ALL reports for ALL participating facilities covered by the PPV contract(s). IHS NSSC, Oklahoma City, Oklahoma shall have access to all IHS & Tribal facility customers.

I-26 (A) Reports for Ordering Facilities

Velocity Report I – Items listed in descending order by dollars spent

Velocity Report II --Items listed alphabetically by generic description

Fields required for both reports:

a. NDC	h. Cost of product
b. UPN	i. Contract type- identification or code that identifies product as FSS, National, BPA, Misc. contract designation.
c. UPC	j. FSS, National, BPA or Misc. Contract number.
d. Generic Description	k. Dollars spent on product for specified reporting period.
e. Dosage form	l. Total products purchased for specified reporting period.
f. Strength	m. Historical movement of product from Contract Start up Effective date to end of specified reporting period.
g. Package size/product/item unit	n. Average product movement during specified reporting period.

a. Usage Report- Items listed alphabetically by generic description

Fields required:

a. Generic Description	h. Total products purchased
b. Dosage form	i. Total dollars of products purchased
c. Strength	j. Purchase for specified reporting period in units.
d. Package size/order unit	k. Purchase for specified reporting period in dollars.
e. National Drug Code	l. Manufacturer
f. Universal Product Number	m. Summary of Total at end of reports: 1. Cost/order unit 2. FSS, National, BPA or Misc. Contract Number.
g. Unit Product Code	

b. Contract Compliance Report, Items listed by generic class and alphabetically by generic description with generic class

Fields required:

a. Generic Description	g. Quantity purchased during specified timeframe.
b. Dosage form	h. Dollars purchased during specified timeframe.
c. Strength	i. Cost/order unit
d. Package size/order unit	j. Cost/each dispensed unit
e. FSS, National, BPA, Misc. Govt. contract number or	k. Contract type – identification or code that identifies item as FSS, National, BPA or Misc. Govt. contract item
f. Manufacturer	

c. Narcotic Report, Listing of Schedule II and Schedule III narcotic controlled substances sorted alphabetically by generic description

Fields required:

a. Generic Description	h. Product Code
b. Dosage form	i. Control Schedule
c. Strength	j. Quantity shipped
d. Package size/order unit	k. Invoice Number
e. Cost/order unit	l. Date shipped
f. National Drug Code	m. Manufacturer
g. Universal Product Number	

d. Fill Rate Report, Daily

1. The PPV, within 24 hours after the end of the ordering period (defined as 6:00pm customer local time) shall report daily fill-rate activity that transpired at the ordering facility account level. The fill rate information for all days to date in a given specified timeframe shall be accessible within this report. The following are the minimum fields required:

Fields required:

a. FSS, NATIONAL, BPA, MISC. contractor Name	f. Total Product Ordered
b. Identification of specified reporting period.	g. Total products Filled
c. Facility Name	h. PPV Shorts
d. Facility Account Number	i. Shorts due to MBO's
e. Report Date (MM/DD or Month-Day	j. Daily Fill Rate Percentage

format acceptable)	

e. Product Allocation Report:

The PPV shall make available product allocation status on its ordering screen at the time customers perform product inquiries or when creating the release of orders. The confirmation printback, must also show that a product is unavailable due to an allocation status.

Fields required:

a. NDC	h. Package size/product/item unit
b. PPV product number	i. Contract type- identification or code that identifies product as FSS, National, BPA, Misc. contract designation
c. UPN (where available)	j. FSS, National, BPA or Misc. Contract number.
d. UPC (where available)	k. Allocation Start Date
e. Product Description	l. Anticipated Allocation End Date
f. Dosage form	m. Customers Allocation Level
g. Strength	n. Allocation Assigned by: (VA, PPV, MFG)

I-26 (B) Reports for VA National Acquisition Center (Contracting Officer) and Program Management Offices

The PPV shall make available to the following Government program management office global read-only access to all ordering facility account records whether created by automated order system or manual order system. These program offices shall have access only to their respective facilities' records except for the Director of the NSSC, which shall have access to all IHS and Tribal data.

Department of Veterans Affairs

a. Contract Specialist, PPV Team, Pharmaceutical Products Division (049A1N2PV), VA National Acquisition Center, P.O. Box 76, Hines, IL 60141 (all ordering sites)

b. Director, Pharmacy Benefits Management (119), Veterans Health Administration, Hines, IL 60141 (all ordering sites)

Department of Health and Human Services

a. Director, NSSC, 501 N.E. 122nd St, Suite F, Oklahoma City Oklahoma 73114 (IHS and Tribal facilities Nationwide) (NSSC located in Heartland Region)
b. Area Pharmacy Consultant, Billings Area Indian Health Service, 2900 4th Avenue North, Billings, MT 59103 (IHS and Tribal facilities in Billings IHS Area located within Northwest Region)
c. Area Pharmacy Consultant, Albuquerque Area Indian Health Service – Acoma Indian Hospital, Interstate 40, exit 102, San Fidel, NM 87049 (IHS and Tribal facilities in Albuquerque IHS Area located within Southwest Region)
d. Area Pharmacy Consultant, Portland Area Indian Health Service, 1220 SW Third Avenue, Room 1414 NW Northrup Street, Suite 800, Portland, OR 97209 (IHS and Tribal facilities in Portland HIS Area located within Northwest Region)
e. Area Pharmacy Consultant, Aberdeen Area Indian Health Service, 115 4th Avenue SE, Aberdeen, SD 57401 (IHS and Tribal facilities in Aberdeen Area IHS located within Upper Midwest region)
f. Area Pharmacy Consultant, Bemidji Area Indian Health Service –White Earth Health Center, 40520 Co Hwy 34, Ogema, MN 56569 (IHS and Tribal facilities in Bemidji IHS Area located within upper Midwest Region)
g. Area Pharmacy Consultant, Phoenix Area Indian Health Service, Two Renaissance Square, 40 North Central Avenue, Suite 606, Phoenix, AZ 85004 (IHS and Tribal facilities in Phoenix Area located within Southwest Region)
h. Gallup Supply Management Officer, Navajo Area Indian Health Service - Gallup Regional Supply Service Center, P.O. Box 3090, Gallup, NM 87305 (IHS and Tribal sites in Southwest Region)
i. Chief Contracting Officer, Alaska Area Indian Health Service, 4141 Ambassador Drive, Suite 300, Anchorage, AK 99508 (IHS and Tribal sites in Alaska Region)

Federal Bureau of Prisons (BOP)

a. Chief of Pharmacy, Health Services Division, Federal Bureau of Prisons, 320 1st Street, NW, Washington, DC 20534 (all participating BOP sites)

b. BOP Regional Chief Pharmacists

c. Chief of Clinical Pharmacy Programs

d. Chief, Central Processing Pharmacy Services and Central Processing Staff Pharmacists e. Chief, Pharmacy Logistics Support

f. Bureau's Electronic Medical Record (BEMR) Pharmacist

g. HIV/Hepatitis Pharmacist Program Manager

1. Vendor Contract Supply Problem Report- Weekly

The PPV shall provide a weekly report identifying any problems encountered with supplies as it affects its performance under the PPV contract. The report shall specifically address manufacturer backorder situations, price discrepancies, chargebacks, and shipping or delivery problems. The report shall contain, at a minimum, the following:

Code	Character Length	Description	Example
Date	17 N	Calendar Quarter	04/01/04-04/07/04 mm/dd/yy - mm/dd/yy
Cntname	25 Alpha	FSS/National /BPA, Misc. Contractor.	XYZ Laboratories
Cntno	11-15 Alpha Numeric	FSS/National/BPA Contract Number assigned by VA NAC	V797P-1234N
Mfr. Chgback #	11 (Alpha Numeric)	Manufacturer's Contract/Chargeback Number	123XYZ987A
NDC	11	National Drug Code	00008154505
UPC	11	Unit Product Code	23569589752

UPN	8-20 Alpha Numeric variable or 14 numeric fixed	Universal Product Number	+A123BJC5D6E71G or 00391234678906
Generic	64	Generic Description	Amoxapine, 100 MG, Tab, 100s
Status	60	Brief description of issues/problems	Mfg. B/O; product release in 30 days

The status shall clearly state the reason(s) for any stock outage or backorder and shall indicate the length of time for replenishment by the product supplier.

2. National Contract Compliance Report, Monthly

The PPV shall provide a report identifying facilities that have requested an alternate source product, deviating from the national mandatory contract pursuant to one of the exceptions stated in section I-10 (Lockout Procedures). The VA NAC Contracting Officer shall furnish the PPV a listing of agencies and agency sites that shall be given access to purchase items awarded on national contracts within 30 days after date of award of a National contract. The report shall contain at a minimum, the following elements:

Code	Character Length	Description	Example
Date	17	Calendar Quarter	03/01/04-03/31/04
Generic	64	Generic Description	Cimetidine
NDC	11	National Drug Code	00089458201
UPC	11	Unit Product Code	23569589752
UPN	8-20 Alpha Numeric variable or 14 numeric fixed	Universal Product Number	+A123BJC5D6E71G or 00391234678906
Size	3-8 Alpha Numeric variable	Product package size	1ml
Purchase	6 Numeric (0 decimal)	Total Units Purchased	5
Cost	8 Numeric (0 decimal)	Unit Contract Price	150.58

Total	11 Numeric (0 decimal)	Total Charge for that line item (excluding distribution fee)	752.90
Cntname	25	FSS/National Contractor	XYZ Laboratories
Cntno	11 – 17 Alpha Numeric	FSS/National Contractor Number assigned by VA NAC	V797P03-NC-1234
Facility	20	Name of Facility	VA Hines, IL
STN	5 –7 (2-3 Alpha, 3-4 Numeric)	Medical Center Number or facility number	765, 520AY or FP1234
Status	60	Reason Cited for Deviation	Patient experience negative reaction

"Station Number (STN)" is a number used to identify each ordering site. The station number coupled with an Agency code (e.g. VA, BOP, IHS, SVH) continues to be the unique identification number for each ordering site (e.g. "FP1234", "534VA**.** Any sites added to the contract after award shall include the facility's station number.

3. Sales Report, Monthly

a. Within 15 calendar days following the end of each month, the PPV shall provide electronically a monthly report of sales for each facility (identified by assigned station number). The report shall show an itemized line item product cost. Unit cost can be listed by ascending or descending order or by chronological invoice date. The data is required for each facility covered under the contract.

b. The PPV shall provide an online aggregate sales report, which identifies purchases made by each Agency, and grouped by FSS, National, BPA, BOA, and Miscellaneous contracts shall accompany the itemized sales data. The report shall contain at a minimum, the following fields:

Description	Field Length	Expanded Description	Example
Date	**17**	**Calendar quarter covered by Report**	**04/01/04 – 04/30/04**
STN	**7 Alpha Numeric**	**Facility Number**	**695, 520AY or FP1234**
NDC	**11**	**National Drug Code**	**00007463902**
UPC	**11 Char.**	**Unit Product Code**	**25698745689**

UPN	**8 – 20 Variable Alpha Numeric or 14 Fixed Width Numeric**	**Universal Product Number**	**+A123BJC5D6E71G or 00391234678906**
Gendesc	**64**	**Generic Description**	**Ampicillin**
Str	**10**	**Product Strength**	**500mg**
Form	**11 Alpha**	**Dosage Form**	CAP
Pkg	**10 Alpha**	**Package Size**	**1000**
Unit Cost	**10 Numeric (2 decimal)**	**Unit Contract Cost (including dist. Fee)**	314.50
#Units	**6 Numeric (0 decimals)**	**Total Units Purchased**	5
TtlCost	**12 numeric (2 decimal)**	**Total Charge for that line item (including dist. fee)**	**1572.50**
GCN_SEQNO	**6 Numeric (0 decimals)**	**First Data Bank Generic Sequence Code**	**123456**

3. **Sales Report, Monthly (continued)**

Description	Field Length	Expanded Description	Example
CntNo	**10-15 Alpha Numeric**	**FSS/National, BPA, Misc Govt. Contract Designation**	**V797P-1234k e.g. 578-P2000**
CntID	**14 Alpha Numeric**	**FSS, National, miscellaneous other Govt contract or Designation**	**F=FSS; N=National; M-Miscellaneous Govt Ctr.**
Mfr. Chgback #	**11 Alpha Numeric**	Manufacturer's Contract/ Chargeback Number	123XYZ987A
Vendname	**25 Characters**	**Name of Vendor/Contractor**	XYZ Labs
PVCnt	**11 Alphanumeric**	**Contract number assigned to Prime Vendor by VA NAC**	**V797P-9876k**
PV Name	**25**	Name of Prime Vendor	**XYZ Distr. Co.**
Class	**5**	**VA Classification Number**	**AMO52**
Invoice Number	**10 Alpha Numeric**	**Invoice number**	15649yy
Invoice Date	**8**	**Invoice date**	MM/DD/YY
Saledate	**8**	**Date of line item sale. If this is a summary of multiple sales during the month, you may use the last day of the month as an indicator format should be MM-DD-YY**	MM/DD/YY
Distribution Center **Number**	**7 Alpha Numeric**	**Identification of PPV distribution center**	**123NYS9**
Distribution Fee	**4 Numeric (2 decimal)**	**Fee charged for distribution (exclusive of any other fees)**	**1.25**
DEA	**9 (2 Alpha then 7 Numeric)**	**Drug Enforcement Agency # (Global) of the ordering facility**	**AB3361879**

3. Sales Report, Monthly (continued)

Description	Field Length	Expanded Description	Example
Item Number	**0-10 Alpha Numeric**	**PPV Item number**	**15649yy**
Customer Number	**0-10 Alpha Numeric**	**PPV Customer Number**	**123456**
Customer PO	**22 Alpha Numeric**	**PPV Customer Purchase Order Number**	**12345678jhfjkshfj**
Invoice Reference Number	**10 Alpha Numeric**	**Invoice number that a credit refers back to**	**15649yy**
Transcode	**C-1**	**Transaction Code** **1=Contract C/R Credit** **2=Misc. Credit** **3=Salable Return** **4=unsalable Credit** **5=Other Billing Correction** **6=Contract C/R Rebill** **7=Regular Invoice**	**Contract Credit/rebill** **Credit/Rebill Credit Customer Handling Charges** **Salable Return** **Unsalable Return** **Other Billing Correction** **Contract Credit/rebill** **Regular Invoice**
Transdescp	**30 Alpha**	**Transaction Description**	**See above**

4. Fill Rate Report (Global), Monthly

The version of the fill rate report shown in I-26(A), above, shall be a compilation of all Agency ordering sites' information. Therefore, the recipients listed above in the introductory section of I-26 (B) shall only receive fill rate information for their respective agency or all agencies, in the case of the VANAC Contracting Officer and VA

Pharmacy Benefits Management and all IHS agencies and Tribal facilities for the NSSC

Director. The fill rate shall be calculated daily and reflected in this report. Within 30

calendar days following the end of each month, the information shall be provided in ASCII fixed-width format. The data is be required for each facility covered under the contract.

5. Agency Summary Report, Agency, (i.e., VA, BOP, IHS, etc.)

Fields required:

1. Sales to Agency, year-to-date (e.g. Govt. Fiscal Year 10/1/011 – 9/30/012)
2. Sales to Agency during specified reporting period
3. Sales by station number during reporting period
4. Number of facilities serviced during reporting period

6. Grand Summary Report, – Report to VANAC Only

Fields required:

1. Grand total report – sales to all agencies during specified reporting period
2. Total sales to each Agency (e.g. VA, BOP, IHS, etc.) during reporting period
3. Number of all facilities serviced during reporting period
4. Number of all facilities, by Agency, serviced during reporting period

7. Contractor's Sales Summary Report – Report to NAC Only

Fields required

a. FSS, National, BPA, BOA, Miscellaneous government contractors name.	e. Summary for each FSS, National or Miscellaneous other government Contractor.
b. Contract number	f. Total dollars purchased, all items under each contract.
c. Total dollars purchased from this contractor under the given contract during previous quarter	g. Total dollars purchase
d. Summary by Contract Type	h. Grand total of all purchases made from FSS, National or Miscellaneous other Govt. Contractor

8. Product Allocation Report:

The PPV shall make available product allocation status on its ordering screen at the time customers perform product inquiries or when creating the release of orders. The confirmation printback, must also show that a product is unavailable due to an allocation status.

Fields required

a. NDC	h. Package size/product
b. PPV product number	i. Contract type- identification or code that identifies product as FSS, National, BPA, Misc. contract designation
c. UPN (where available)	j. FSS, National, BPA or Misc. Contract number.
d. UPC (where available)	k. Allocation Start Date
e. Product Description	l. Anticipated Allocation End Date
f. Dosage form	m. Allocation Level
g. Strength	n. Allocation Assigned by: (VA, PPV, MFG)

9. Product Diversion Alert- Report to NAC ONLY

1 The reported information is required as a tool for the PPV and the VANAC Contracting Office, along with product suppliers to ensure that pharmaceutical products ordered under Federal Supply Schedule (FSS) contracts are intended solely for the use of authorized ordering activities in carrying out their Federal missions; they are not intended for resale or barter.

2. The report shall only be used as an alert to the VANAC Contracting Office, when the PPV has determined that a participating facility has exceeded its normal purchasing thresholds by a significant amount such as the tripling of usual ordered quantities by an activity, coupled with its failure to demonstrate a corresponding increase in its institutional size or patient base (see Clause AS3023, included herein), which in some cases may be a sign of possible product diversion.

3. The PPV is informed that the information in this alert may be shared with the entity responsible for the possible product diversion.

4. The submission of an alert for possible product diversion does not render the PPV responsible or liable for the suspected possible product diversion.

Fields required

a. NDC	i. Contract type- identification or code that identifies product as FSS, National,

	BPA, Misc. contract designation
b. PPV product number	j. FSS, National, BPA or Misc. Contract number.
c. UPN (where available)	k. Customer identification (Station #, PPV acct # etc.)
d. UPC (where available)	l. Start Date of suspected diversion
e. Product Description	m. Increased % level of product purchase
f. Dosage form	n. Procurement History (quantity, purchase order numbers, invoices, etc.)
g. Strength	o. Status of action taken by PPV
h. Product size	

10. **CMOP Out of Stock Report – Report to NAC Only**

The PPV shall provide a weekly report every Monday identifying the top 25 items that were out of stock for all the CMOP facilities from the previous week. The report shall be sorted by the quantity of the out of stock item. The report shall contain, at a minimum, the following:

Code	Character Length	Description	Example
Item Number	10	PPV Item Number	123456789
Generic Description	64	Generic Description	Lisinopril 10mg Tab
NDC	11	National Drug Code	00000112233
Vendor Name	24	Product Supplier Name	XYZ Company
Out of Stock & M.B.O. Quantity	10	Number of bottles, tubes, boxes, etc., unavailable due to an out of stock and/or MBO status	80,800

I-26 (C) Online Reports for Pharmacy Directors and Acquisition Offices at the Ordering sites:

a. The PPV shall provide the following online reports to VA's facilities attention: Logistics Managers and VA's Director of Pharmacy Svc; and for other government agencies, direct the report to the attention of Chief, Pharmacy Svc. and to Chief Acquisition and Material Management. The reports shall be available online, real time with the capability of being printed or downloaded.

   1. Velocity I – As described in I-26 (A)
   2. Velocity II – As described in I-26 (A)
   3. Usage Report – As described in I-26 (A)
   4. Narcotic Report – As described in I-26 (A)
   5. Vendor Contract Supply Problem Report, Weekly, FSS or National contractor to be Listed alphabetically I-26 (B)
   6. Contractors' Sales Summary- As described in I-26 (B)
   7. Contract Compliance Report – As described in I-26 (A)

b. The respective contract number shall identify any item under contract: FSS, National, BPA, BOA or miscellaneous other government contract (e.g., VANAC numbering format starts with identifier "V797P" and is followed by a five-character Alpha Numeric serial number: example "V797P-1234k".

I-26 (D) IHS NSSC Specific Report Requirements:

a. The following reports are in addition to the reports listed in sections I-26(A) – (C). The reports shall be available online in real time for download within 15 calendar days following the end of each month.

b. Reports shall be provided to the Director of the NSSC.

c. The NSSC shall have access to PPV/IHS purchase history information and reports for all

IHS facilities nation-wide. This information will be used by IHS to determine participation in the VA National Contracts, BPA's and other government contracts.

Report –Drugs Distributed by Facility (or similar report that will provide the following information):

Fields Required:

a. Product purchased including generic and item description	f. Total dollars of all products purchased
b. Contract Type designation (FSS, National Contract, BPA, etc.).	**g. Grand total by usage of all purchases.**
c. IHS/ Tribal facility information including account number, facility name, city and state.	**h Date of purchase(s).**
d. Product information including NDC, item number, strength, dosage, and count size	**i. Grand total (by usage) of all purchases made during specified reporting period.**
e. Total quantity of each product purchased	

This report shall reflect revolving history from the effective date of the contract.

a. Reports are to be distributed for the "Department of Health and Human Services – Indian Health Service (IHS)" to the following:

1. Director, NSSC, and the C.O.T.R., 501 N.E. 122nd St, Suite F, Oklahoma City, Oklahoma 73114 (IHS and Tribal facilities Nationwide)

2. Area Pharmacy Officer, Billings Area Indian Health Service, 2900 4th Avenue North, Billings, MT 59103 (IHS sites in Northwest Region)

3. Chief Pharmacy Officer, Santa Fe Indian Hospital, 1700 Cerrillos Road, Santa Fe, NM 88340 (IHS sites in Southwest Region)

4. Area Pharmacy Officer, Portland Office,1220 SW Third Avenue, Room 1414 NW Northrup Street, Suite 800, Portland, OR 97209 (IHS and Tribal sites in Northwest region)

5. Area Pharmacy Officer, Aberdeen Area Indian Health Service, 115 –4th Avenue, Federal Building Aberdeen, SD 57401 (IHS site in Upper Midwest region)

6. Chief Pharmacy Officer, IHS Indian Hospital, Red Lake, MN 56671 (IHS sites in upper Midwest Region)

7. Area Pharmacy Officer, Phoenix Area IHS, Two Renaissance Square, 40 North Central Avenue, Phoenix, AZ 85004 (IHS and Tribal sites in Southwest & Northwest Regions)

8. Gallup Supply Management Officer, Gallup Supply Service Center, P.O. Box 3090, Gallup, NM 87305 (IHS sites in Southwest region)

9. Chief Contracting Officer, Alaska Area Indian Health Service, 250 Gambell Street, Anchorage, AK 99501 (IHS and Tribal sites Alaska Region)

Ad Hoc Reporting – The PPV shall provide the most complete, advanced and up to date Ad hoc reporting tool. The PPV shall provide any updated versions throughout the contract period. The module shall be available to the designated Points of Contact at the Facility level, VISN level and National level. Users must be able to customize and build reports based on each Facility, VISN or National requirements directly through the system and must have the ability to transfer data into excel spreadsheets and delimited text file format. VISN and National grouping permissions must be approved by the CO.

All fields available in the module shall be made available for reporting purposes. Specific fields may be requested.

I-27 Distribution Fee:

Table 7: LINE ITEMS 1-6

1. Brand Pharmaceutical Products, Generic Pharmaceutical Products and Medical Surgical Products	ESTIMATED PURCHASES UNDER FASTPAY PROCEDURES	PROPOSED FAST PAY DISTRIBUTION FEE	TOTAL AMOUNT (Total estimated annual purchases *1+proposed distribution fee)
BASE PERIOD	$ 13,462,274,265.92	-14.50%	**$11,510,244,497.36**
OPTION PERIOD 1	$ 13,912,569,756.89	-15.50%	**$11,756,121,444.57**
OPTION PERIOD 2	$ 14,362,865,247.87	%	
OPTION PERIOD 3	$ 14,813,160,738.84	%	
Note: Medical Surgical Items are Optional Procurement			

OPTION PERIOD 1		-12.00%	**$1,210,852,225.00**
OPTION PERIOD 3		%	

OPTION PERIOD 1		-5.00%	**$1,841,457,007.22**
OPTION PERIOD 3		%	

OPTION PERIOD 1		-4.50%	**$183,080,659.08**
OPTION PERIOD 3		%	

5. WAC BASED PRICED GENERICS (WBPG) PHARMACEUTICALS	ESTIMATED PURCHASES UNDER FASTPAY PROCEDURES	FAST PAY DISCOUNT OFF PUBLISHED WAC	TOTAL AMOUNT (Total estimated annual purchases

			*1+proposed distribution fee)
BASE PERIOD	$70,989,282.91	-10.05%	**$63,854,859.98**
OPTION PERIOD 1	$70,438,177.81	-10.05%	**$63.359.140.94**
OPTION PERIOD 2	$69,891,350.62	%	
OPTION PERIOD 3	$69,348,768.57	%	
Note: Optional Procurement			

Proposed pricing for WBPG may be in the form of
(a) at published WAC, meaning there is no discount and no additional charge, (b) published WAC less a fixed percent, or (c) published WAC plus a fixed percent. The proposed pricing shall be indicated in the appropriate table in each Line Item. For price evaluation purposes, the estimated sales indicated for WBPG are considered WAC cost.

6. WAC BASED PRICED GENERICS (WBPG) PHARMACEUTICALS	ESTIMATED PURCHASES UNDER NET 30DAYS	NET 30DAYS DISTRIBUTION FEE DISCOUNT OFF PUBLISHED WAC	TOTAL AMOUNT (Total estimated annual purchases *1+proposed distribution fee)
BASE PERIOD	$7,020,918.09	-9.55%	**$6,350,420.41**
OPTION PERIOD 1	$6,966,413.19	-9.55%	**$6,301,120.73**
OPTION PERIOD 2	$6,912,331.38	%	
OPTION PERIOD 3	$6,858,669.43	%	
Note: Optional Procurement			

Please Note: All fees/prices must include the 0.25% Cost Recovery Fee and a fee/price must be submitted for every line item.

I-28 Licenses, Permits, and Registration Requirements

Offerors must have in effect prior to the start of the contract, and must maintain for the life of the contract, all current licenses, permits and registrations required by State, local and Federal Government agencies. Offerors shall be Verified-Accredited Wholesale Distributors (VAWD®) accredited. Offerors shall make such documentation available upon request by the VA NAC Contracting Officer.

I-29 – TAA requirement

The PPV is required to distribute pharmaceutical products from non-TAA designated countries if such pharmaceutical products are awarded on a contract issued by the VA National Acquisition Center and

authorized for prime vendor distribution. In the event there is a non-availability determination specific authorization for each exception will be provided to the PPV.

I-30 - Drug Supply Chain Security Act (DSCSA)

Pursuant to subsection 582(c) of the Drug Supply Chain Security Act (DSCSA), the PPV will provide prior to the transfer of ownership of the product the transaction information, transaction history and transaction statements required by the DSCSA. Only transactional data for applicable products sold by the PPV through the Pharmaceutical Prime Vendor (PPV) contract must be maintained. Transactional data for open market purchases, drop ship orders from other vendors and orders placed directly with the manufacturer utilizing Federal Supply Service (FSS) contracts are not covered by this requirement. The transactional data shall be accessible for viewing and downloading from the PPV's MIS for a period of no less than 6 years so that customers can retrieve the data in the event of an FDA audit.

This requirement will terminate upon termination or expiration of the PPV contract. The transactional data maintained by the PPV may be exported by the PPV customers at any time up to thirty (30) days following termination or expiration of the PPV contract.

The Government at a later date may designate program offices (ex. VA Pharmacy Benefit Management (PBM), Indian Health Service National Supply Service Center, Oklahoma City Headquarters, Health Services Division, Bureau of Prisons) as recipients of the DSCSA transactional data.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)(DEVIATION)

(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. 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 **or relating to** the contract.

The Civilian Board of Contract appeals (CBCA) has jurisdiction over any disputes arising under this contract. However, a dispute arising between a product supplier and an authorized VA Pharmaceutical Prime Vendor does not give rise to a "claim" under the Disputes Clause, FAR 52.233-1.

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. **(DEVIATION)**

(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; **lot number, expiration dates; ordering individual's name and customer delivery zones (where applicable);**

(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

(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)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 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):

http://www.acquisition.gov/far/index.html
http://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014

52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.3 52.216-18 ORDERING (OCT 1995)

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

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 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 $50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $500,000.00.

(2) Any order for a combination of items in excess of $250,000.00 for an individual facility; or, for CMOPs, $15,000,000.00 weekly or $50,000,000.00 monthly or

(3) A series of orders from the same ordering office within one day 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 one (1) day 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)

C.5 52.216-21 REQUIREMENTS (OCT 1995)

(Note: This clause does not apply to the purchase of WBPG Pharmaceuticals)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as *estimated* or *maximum* in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

(End of clause)

C.6 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 the expiration of the final contract option period exercised under the contract.

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

(End of Clause)

C.8 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or

endorses the Contractor’s products or services or considers the Contractor’s products or services superior to other products or services.

(End of Clause)

C.9 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of clause)

C.10 852.219-76 SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement.

(b) Accordingly, any contract resulting from this solicitation will include these clauses, unless the contract is awarded to a small business concern. The Contractor is advised in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing the Contractor's compliance with the plan, including reviewing the Contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support

contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor compliance with the subcontracting plan.

(End of clause)

C.11 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

C.12 852.246-71 REJECTED GOODS (OCT 2018)

(a) *Supplies and equipment*. Rejected goods will be held subject to Contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the Contractor's address at the Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the Contractor.

(b) *Perishable supplies*. The Contractor shall remove rejected perishable supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for, nor pay for, products rejected. The Contractor will be liable for costs incident to examination of rejected products.

(End of clause)

C.13 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of clause)

(End of Addendum to 52.212-4)

C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2019)

(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 (SEP 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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (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).

_X_ (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 (JUN 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)).

_X_ (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.

_X_ (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)).

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

__ (21) *52.219-27,* Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

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

__ (23) 52.219-29, Notice of Set-Aside for, 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 (JUN 2003) (E.O. 11755).

_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

_X_ (28)(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)

__ (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.

_X_ (48) 52.225-5, Trade Agreements (AUG 2018) 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)).

__ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

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

_X_ (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).

__ (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) of this paragraph 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 (July 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 (Mar 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).

(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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT A	List of participating facilities including estimated annual sales and fast pay participation information
ATTACHMENT B	Specifications for invoice.dat file
ATTACHMENT C	Subcontracting plan template
ATTACHMENT D	Prior Usage Data

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018) TAILORED

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (*https://assist.dla.mil/online/start/*);

(ii) Quick Search (*http://quicksearch.dla.mil/*);

(iii) ASSISTdocs.com (*http://assistdocs.com*).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (*https://assist.dla.mil/wizard/index.cfm*);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

The contractor's proposal shall include the following:

Required Submittal	Volume Number
Technical Proposal	Volume I
Business Proposal	Volume II

General Instructions for the Submission of Offers

i. Mailed or Commercial Delivery of Proposals. Proposals should be mailed or commercially delivered hard copy and are to be sent to the address in Block 9 of SF1449, Page 1 of the Solicitation and are due by the date and time in Block 8 of SF1449, Page 1 of the solicitation. Please notify the Contracting Officer at *karen.ade@va.gov* at the time when a hard copy is being sent and provide a copy of the shipping label. Timeliness of proposals will be determined IAW 52.212-1(f).

ii. Three-ring binders are preferred. The pages in binders shall be easily removable to facilitate scanning. Facsimile proposals will not be accepted.

iii. Electronic delivery of proposals is not recommended. Be advised that large electronic files are problematic due to a limitation on Government email inboxes. In addition .zip files are stripped from e-mails and cannot be submitted. Utilization of AMRDEC SAFE at *https://safe.amrdec.army.mil/safe/Welcome.aspx*, is not available to the VA at this time. USB and CD submissions are unacceptable as the VA has technical restrictions/limitations on the use of those technologies.

iv. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions as deemed necessary by the Government, and to permit offerors to revise their proposals.

v. The VA is not anticipating voluminous amounts of information; rather the VA is looking for concise technical proposals that address all of the factors identified below. Offers that do not include a technical proposal and a business proposal will be rejected.

I Technical

a Evidence of 5-Years' Experience as a Pharmaceutical Prime Vendor or a Pharmaceutical Wholesaler with average annual sales of $1,000,000,000.00.

a. Provide copies of offeror’s current state licenses

b. Provide copies of current DEA licenses for each distribution center proposed to be used by the offeror for all geographic regions (solicitation line items).

c. Provide Certified Income Statements for the last five fiscal years. Certification by an officer of the company or an independent auditor will be acceptable.

b Web-based Ordering System Capabilities

a. Provide evidence of a web-based ordering system that possesses electronic catalog and inventory management capabilities.

b. Provide read-only access to the web-based ordering screen.

c. Provide screen shots and sample reports that show that the inventory management component is capable of the following:

i. Demand Forecasting

ii. Calculation of Economic Order Quantity

iii. Calculation of Safety Stock Levels

iv. Calculation of Reorder Point

v. Calculation of Inventory Stock Level

vi. Stratified Inventory Analysis

c Contract Implementation. Offeror shall submit a written proposed implementation plan with its offer. This plan shall be in a time line chart format and shall detail a layout of when each ordering facility for the proposed region will receive installation and testing of the electronic ordering system at each Government site; training of Government employees; bar coding of each Government facility's shelves; price loading of all Government contract items; offeror' s internal inventory preparation and distribution system; and offeror's plan to ensure that its purchase agreements are in place with all Government sources. Conversion shall be accomplished within the 120-day transition period as stated above. Failure to complete the conversion within the transition period may result in the contract being declared terminated for cause. Along with the Implementation Plan, the offeror shall also furnish a Training Plan in compliance with the provisions of SOW Section I-6 Training, the training schedules and sites. All sites shall be notified 14 calendar days in advance of the date of scheduled training.

a. Provide dates and facility time-line matrix which address the requirements specified in the “Implementation Period” section.

b. Provide an implementation plan as a chart that illustrates the offeror's work schedule for covering the 120-day implementation period

c. Provide a time-line matrix providing information addressing requirements specified in the "Training" Section.

d. Provide the training schedule as a chart that illustrates how training will be accomplished at all participating facilities within the 120-day timeframe.

d Product Price Loading

a. Provide a data flow diagram of the offeror's price loading process that ensures price accuracy.

e Distribution Center(s)

a. Provide documentation (i.e. a mat or chart) indicating the location and geographic distribution coverage of the offeror's existing distribution centers that will be used as the Primary and Alternate Distribution Centers for the geographic regions (solicitation line items) covering the locations listed in Attachment A.

f Contingency Plan

a. Documentation that includes the offeror's contingency plan for disaster recovery to protect the government for a disruption of service.

II Business Proposal

a Completed Standard form 1449 with blocks 12, 17a, 17b, 30a, 30b and 30c properly executed

b Completed Distribution Fee Proposals for each solicitation line item

c Hand-Held order entry device monthly rental price above the two devices required to be provided.

d A currently approved commercial small business subcontracting plan or a new small business subcontracting plan for review and approval. Attachment C includes all the subcontracting plan elements required to be addressed by offers and is included as a guide to facilitate the submission of a subcontracting plan. Small businesses are not required to submit such a plan.

EXCEPTIONS

Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, statement of work, or terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in the cost proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception. **OFFERS THAT DO NOT CONFORM TO**

THE REQUIREMENTS OR THAT TAKE EXCEPTION TO ANY TERM IN THE SOLICITATION MAY BE DETERMINED UNACCEPTABLE AND MAY BE REJECTED WITHOUT FURTHER EVALUATION.

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/index.html

http://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision—

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a combination Firm-Fixed-Price, Requirements and IDIQ contract resulting from this solicitation.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Email Address:
Karen.ade@va.gov

Hand-Carried Address:
Karen Ade
Department of Veterans Affairs
OA&L/National Acquisition Center, 003A4C
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

Mailing Address:
Department of Veterans Affairs
OA&L/National Acquisition Center, 003A4C
P.O. Box 76, Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141-0076

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

(End of Provision)

E.6 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.7 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

(End of Provision)

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation requirements, is the lowest-priced, technically acceptable offer. Non-priced evaluation factors (Technical) will be evaluated on a "go-no-go" basis. Offers that fail to satisfactorily meet the requirements of all of the non-priced factors listed below shall be rejected and shall receive no further consideration. The VA will award only one contract. As specified in the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision, the Government intends to evaluate proposals and award a contract without discussions. An offer must be acceptable for the offeror to be eligible for award. **OFFERS THAT DO NOT CONFORM TO THE REQUIREMENTS OR THAT TAKE EXCEPTION TO ANY TERM IN THE SOLICITATION MAY BE DETERMINED UNACCEPTABLE AND MAY BE REJECTED WITHOUT FURTHER EVALUATION.**

(b) The Government will first conduct its price analysis and will determine the lowest priced technically acceptable proposals. Since award is to be made on a lowest priced technically acceptable basis the government may only technically evaluate the lowest priced proposal. Offers are thus cautioned to submit their best price proposals in their initial offer because although the government may conduct discussions it is not presently the intent to do so.

1. Non-Priced Factors (Technical). The following non-priced factors will be evaluated on a "go-no-go basis". To be acceptable, the offeror's technical proposal must be satisfactory (go) in all the acceptability standards below. Any proposal that fails to meet these criteria may be rejected and shall receive no further consideration.

a Evidence of 5-years' Experience as a Pharmaceutical Prime Vendor or a Pharmaceutical Wholesaler.

Copies of current state licenses

Copies of current DEA licenses for each distribution center

Financial evidence of $1,000,000,000.00 in average annual sales

b Web-based Ordering System Capabilities

Electronic catalog

Inventory management component capable of:

Demand forecasting

Calculation of Economic Order Quantity

Calculation of Safety Stock Levels

Calculation of Reorder Point

Calculation of Inventory Stock Level

Stratified Inventory Analysis

c Contract Implementation

Plan to complete PPV contract implementation within 120 days which addresses site visits, mentions the training plan, coordination with the incumbent and logistical ramp-up.

Plan to complete the training of all facilities within 120 days including all locations, the online system, different roles and handheld device use with options for in-person, on-demand online training, reference documents to be made available and mentions a commitment to ongoing support for training after the implementation period.

d Product Price Loading

Documentation showing data flow diagram of offeror's price loading process to ensure price accuracy.

e Distribution Center(s)

Documentation and map locations of offeror's distribution centers and geographic distribution coverage of the distribution centers that will be used as primary and alternate distribution centers

f Contingency Plan

Contingency plan established for disaster recovery to safeguard Government interests and protect the Government from disruptions in service. The timeframe is ongoing, and the plan mentions when it will be updated.

2. Price (Distribution Fee) Factor

This factor consists of the distribution fees proposed for the base period and all options for each of the solicitation line items. **The distribution fee does not apply to the WBPG category.**

a. The Government will evaluate the offeror's proposed fees for all line items for the base and all option years. Evaluation will be made in the aggregate for all line items listed in the schedule. **The total aggregate price for the WBPG category will be the total estimated purchases, after application of the proposed WBPG percentage (positive, negative, or none), for the base and all option periods. The total aggregate price for each solicitation line item will be computed by applying the proposed distribution fee (for the base period and three option periods) to the estimated quantities for each solicitation line item. The Government will add the results for each category including the WBPG category, and then aggregate the total for all solicitation line items.**

b. Offers for less that the full requirement (all solicitation line items) will not be considered and will be rejected. Offers that do not provide for distribution fees for the Government's requirements for each line item and offers that do not provide a distribution fee for the base period and all option periods for the solicitation line items will be rejected and shall receive no further consideration.

c. Any monthly rental fees proposed for additional hand-held order entry devices will not be considered in the evaluation of price (distribution fee) offer but will be evaluated for price reasonableness.

d. Alternate offers will be considered.

(d) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options does not obligate the Government to exercise the option(s).

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

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

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

(a) *Definitions.* As used in this provision—

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs (I$PARAGRAPHS).

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

(1) *Small business concern*. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

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

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

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) *Previous contracts and compliance*. The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____

_____

_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____ _____

_____ _____

_____ _____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or

Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [**The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.**]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting

requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that—

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

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(End of provision)

LANGUAGE ADDED BY POST-AWARD MODIFICATIONS

Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

VA Class Deviation dated October 1, 2021 for FAR clause 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors is hereby incorporated into this contract. Contractor agrees to comply with FAR 52.232-99 for orders and/or any task or delivery orders issued prior to this modification when performance has already commenced.
The provisions of this clause flow down to subcontractors and applies to any order and/or any task or delivery orders that require incidental services by contractor personnel such as on-site delivery that extends into any VA facility beyond normal external delivery locations.

52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause - United States or its outlying areas means—
(1) The fifty States;
(2) The District of Columbia;
(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
(b) Authority. This clause implements Executive Order 14042, Ensuring
Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https:/www.saferfederalworkforce.gov/contractors/.
(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.
(End of clause)

McKesson expressly reserves the right to pursue any and all claims against the Government attributable to this modification including, but not limited to, claims seeking an equitable adjustment under the Changes clause. Although McKesson reserves the right, VA agreeing tosuch reservation in no way represents VA agreeing to any entitlement or responsibility for payment. McKesson's express reservation of rights does not exceed any claims or equitable adjustments beyond which any contractor is normally entitled to.

The clause 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION) will not be enforced absent further notice from the VA.

LOA Removal

The line of accounting (LOA) 578-3600160-1723-821500-2580 SPR0H00A9 is removed from the contract.