U.S. Department of Veterans Affairs

National Acquisition Center

Federal Supply Schedule Service

OFFEROR'S GUIDE TO THE VENDOR RESPONSE DOCUMENT

Unless otherwise indicated, sections explained in this guide apply to all schedules. Please note that this guide does not contain vendor response fill-in sections unique to the following services schedules: 621 I Professional and Allied Healthcare Staffing Services, 621 II Medical Laboratory Testing & Analysis Services, and 66 III Cost Per Test Clinical Laboratory Analyzers

March 2019

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IMPORTANT NOTES REGARDING GUIDE CONTENT:

- Unless otherwise indicated, guide comments are representative of all schedule solicitations.
  - The table of contents includes highlighted schedule applicability listings.
  - Each text box with guidance notes also stipulates if a regulation/section/comment applies only to a specific schedule.
- Some clauses/sections do not include the full text found within the solicitation documents, for space-saving purposes. Missing regulation/section text is indicated by

SIGNATORY AUTHORITY FOR OFFERS AND CONTRACTS / COMPANY INFORMATION

The purpose of this document is to clearly identify who has been delegated the authority to sign your Federal Supply Schedule (FSS) offer or contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company in **block 6** of the form. In **block 7**, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Federal Supply Schedule (FSS) offer or contract. Finally, **blocks 15, 16, 17** must be signed by an officer of the company **(individual listed in block 6)** in order for our office to accept the authority. If you require additional space, you may use a properly titled attachment.

NOTE: All items must be completed; insert N/A if information is not applicable.

1. TYPE	2. DATE	3. SOLICITATION	4. CONTRACT #
☐ INITIAL ☐ REVISION		RFP-797-FSS-99-0025-R10	

Block #1: "Revision" should only be checked when changes are made *post award,* not during the offer stage.

Block #4: The contract number should be left blank until completed at time of award.

ANY INFORMATION

A. NAME

B. STREET ADD

C. CITY	D. STATE	E. ZIP CODE

F. TYPE OF ORGANIZATION (Check one)

- ☐ SOLE PROPRIETORSHIP
- ☐ NON-PROFIT ORGANIZATION
- ☐ PARTNERSHIP
- ☐ CORPORATION - STATE OF INCORPORATION: _____
- ☐ LLC (LIMITED LIABILITY COMPANY) - STATE OF FORMATION: _____

6. NAMES OF OFFICERS, OWNERS, OR PARTNERS

A. PRESIDENT	B. VICE PRESIDENT	C. SECRETARY

D. TREASURER	E. OTHER OFFICERS, OWNERS OR PARTNERS *(add attachments if necessary)*

7. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF THE COMPANY (Indicate if Agent)

NAME	OFFICIAL CAPACITY	TELEPHONE NUMBER

Cross Reference **– Block #8a: An offeror's representation under the "NAICS Code Designation" section will determine the business size selection here.**

Cross Reference - **Blocks #8a and #8c: Average # of employees (#8b) and annual receipts (#8c) should match the Entity Record in SAM (under Size Metrics).**

8. BUSINESS INFORMATION (Refer to FAR 52.212-1(a), 19.101 and 19.102)

A. SIZE OF BUSINESS	B. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR THE PRECEDING 12 MONTHS _____	C. AVERAGE ANNUAL COMPANY SALES OR RECEIPTS (Including affiliates) FOR PRECEDING THREE (3) FISCAL YRS $ _____
☐ SMALL BUSINESS (Complete block 9) ☐ OTHER THAN SMALL BUSINESS		

9. TYPE OF SMALL BUSINESS (See definitions at FAR 52.219-1)

- ☐ DISADVANTAGED
- ☐ WOMEN-OWNED
- ☐ HUBZONE
- ☐ VETERAN-OWNED
- ☐ SERVICE DISABLED VETERAN-OWNED
- ☐ 8(A)

10. TYPE OF BUSINESS

- ☐ MANUFACTURER / PRODUCER
- ☐ DEALER
- ☐ DISTRIBUTOR
- ☐ SERVICE ESTABLISHMENT
- ☐ RESELLER

11. IDENTIFICATION NUMBERS (if applicable):

TAX IDENTIFICATION NUMBER:

DUNS:

Cross Reference **- Block #9: Business type must match the Entity Record in SAM (under 52.219-1).**

12. HOW MANY YEARS IN PRESENT BUSINESS

Cross Reference **- Block #10: Any offeror checking dealer or distributor in block 10 (as well as clause AS8005 for 65IB) must supply a letter of supply/commitment from each manufacturer (see clause I-FSS-644 Dealers and Suppliers with sample letter).**

13. FLOOR SPACE (in square feet)

A. MANUFACTURING	B. WAREHOUSE	A. DATE

CERTIFICATION -- I certify that information supplied herein (including all pages attached) is correct and that neither the company nor any person (for concern) in any connection with the company as a principal or officer, so far as it known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN *(TYPE/PRINT)* *Please note that only persons listed in block 6 may sign this document.*	16. SIGNATURE *(wet signature required)*	17. DATE SIGNED

Blocks #15 and #16 must reflect someone listed in Block #6. Those listed in Block #7 can sign elsewhere in the proposal. A wet signature is required on this document. Offerors should include a pdf copy of the wet-signed document with their proposal submission.

09/2018

AGENT AUTHORIZATION (MAR 2018)

This form only needs to be completed if the contractor/offeror needs to grant authority to third party individuals, not to individuals within their company. Those designations are made on the signatory authority form.

This letter is to be used in conjunction with solicitation clause K-FSS-1, Authorized Negotiators, to authorize a third-party agent to act on your company's behalf in matters relating to your VA FSS proposal/contract. The form of this letter permits you to delineate agent roles and to limit those roles as needed. This letter shall only be signed by an officer, owner, or partner of the offeror/contractor who is listed on the offeror/contractor's Signatory Authority Form.

For solicitation/contract number ____, the undersigned offeror/contractor hereby authorizes the below agent(s) to act as agent(s) for said offeror/contactor with said specific authority delegated from the contractor to the agent(s). The authority of the agent(s) is limited to exact and specific delegations.

AGENT INFORMATION

Agent Name: _____

Company Name: _____

Company Address: _____

Phone Number: ____

AGENT AUTHORITY

☐ Pre-Award ☐ Post-Award - Signatory Authority

☐ Pre-Award ☐ Post-Award - Negotiate Changes

☐ Pre-Award ☐ Post-Award - Contract Administration

☐ Pre-Award ☐ Post-Award - Other: ____

AGENT INFORMATION

Agent Name: _____

Company Name: _____

Company Address: _____

Phone Number: ____

AGENT AUTHORITY

☐ Pre-Award ☐ Post-Award - Signatory Authority

☐ Pre-Award ☐ Post-Award - Negotiate Changes

☐ Pre-Award ☐ Post-Award - Contract Administration

☐ Pre-Award ☐ Post-Award - Other: ____

DURATION OF AUTHORITY

☐ Agent authority valid until revoked.

☐ Agent authority valid for the following period: ____

Signature of Offeror/Contractor *(wet signature required)*: _____

Printed Name & Title: ____

Date: ____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 17 & 30

1. REQUISITION NUMBER **N/A**

PAGE 1 of

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE:

4. ORDER NO./ MODIFICATION NO: **N/A**

5. SOLICITATION NO. **RFP-797-FSS-99-0025-R10**

6. SOLICITATION ISSUE DATE: **3/11/2019**

Blocks #2 and #3 will be completed by the Contract Specialist at time of award.

7. FOR SOLICIT/ NFORMATION

Y SCHEDULE HELPD

b. TELEPHONE NO. (No Collect

8. OFFER DUE DATE /

Offerors must ONLY complete the highlighted sections: Blocks #17a, 17b, 30a, 30b, and 30c. Everything else must be left blank until time of award.

9. ISSUED BY

VA NATIONAL ACQUISITION CENTER
FEDERAL SUPPLY SCHEDULE SERVICE 003B6B
PO BOX 76, BLDG 37
HINES, IL 60141

10. THIS AC

☒ UNRES

☐ SMALL BUSINES

☐ HUBZONE SMALL BUSINESS

☐ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS

☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

☐ EDWOSB ☐ 8(A)

Size Standard: *See page 17 for NAICS codes and size standards under this solicitation.*

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS **See Summary of Award**

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

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICIATION

16. ADMINISTERED BY CODE

SEE BLOCK 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

***Cross Reference - Block* #17a: The address must match the SAM record except under extenuating circumstances or if there is an approved acting agency. Additionally, if a DBA is listed in 17a, it must also be in the SAM entity record.**

TELEPHONE NO.

☐ **17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER**

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK DENDUM

***Cross Reference* - Block #17b should be checked if the address in clause 552.232-82 Contractor's Remittance (Payment) Address (found within this document) is different than the address in Block #17a.**

19. ITEM NO.	20. SCHEDULE		23. UNIT	24. AMOUNT
FSC CLASS 6510, 6515, 6530, 6532, 6540, 6545, J065	**FSC Group 65 Medical Equip**			
	SEE CONTINUATION OF SF-1449 FOR SCHEDULE OF ITEMS			

25. ACCOUNTING AND APPROPRIATION DATA
7974537B0161441V36122002580

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
ESTIMATED VALUE $

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOV ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONI

☐ 29. AWARD OF CONTRACT: REFERENCE **FPR** OFFER DATED_____.
YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH

30a. SIGNATURE OF OFFEROR/CONTRACTOR *(wet signa*

***Cross Reference* - Blocks #30a and #30b should list someone included in Block #6 or Block #7 of the Signatory Authority Form.**
A wet signature is required on this document, and the date of the signature must be no greater than 10 days from the date of the proposal submission. Offerors should include a pdf copy of the wet-signed document with their proposal submission.

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

30

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

This page should be left blank.

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUVHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. NUMBER
PARTIAL FINAL				
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) **BACK**

CONTINUATION OF SF 1449 – BLOCKS 19-21, SCHEDULE OF ITEMS

Offered products must fall within one of the predefined SIN categories in this section. Each item can only be classified under a single SIN category. Check each SIN below representing your proposed items.

Cross Reference: **If any SIN is checked as offered, then there must be at least one item for that SIN listed on the proposed pricing spreadsheet in Document 03. Likewise, any SIN listed on the proposed pricing spreadsheet must be checked here.**

Additionally, each SIN checked here must appear in the SIN listing at the top of clause *CSP-1* in the Commercial Sales Practices section.

SPECIAL ITEM NUMBER (SIN)	NAICS CODE	FSC CLASS	DESCRIPTION	ESTIMATED ANNUAL REQUIREMENTS	CHECK ITEM OFFERED
A-1	339113	6510	**Adhesive Tapes and Adhesive Bandages**	$ 5,246,068	☐
A-2	339113	6510	**Applicators/Swabs/Wipes/Pads**		
			(a) Plain	$ 2,887,666	☐
			(b) Treated	$ 18,915,551	☐
A-3	339113	6510	**Bandages/Gauzes**		
			(a) Plain	$9,287,845	☐
			(b) Treated	$1,101,866	☐
			(c) Casting	$1,014,069	☐
			(d) Elastic	$7,094,973	☐
A-4	339113	6510	**Dressings**		
			(a) Adherent (impregnated or non-impregnated)	$21,926,082	☐
			(b) Non- adherent (impregnated or non-impregnated)	$15,475,027	☐
A-5	339113	6515	**Binders/Suspensories**	$ 181,987	☐
A-6	339113	6510	**Sponges, Surgical**	$ 98,007	☐
A-7	339112	6515	**Surgical Handles/Blades**		
			(a) Blades	$ 2,594,002	☐
			(b) Handles	$ 265,735	☐
			(c) Blade/Handle Combinations	$ 281,001	☐
A-8	339112	6515	**Surgical Hand Instruments** (Includes instrument accessories)		
			(a) Disposable	$ 13,977,643	☐
			(b) Reusable	$ 23,325,643	☐

SCOPE OF SOLICITATION (NOV 2018)

This is a *sample* Scope of Solicitation. Be sure to read thoroughly and understand all parts of this section as it provides important information regarding product restrictions and regulatory requirements.

The Federal Supply Schedule (FSS) program is also known as the GSA Schedules Program or the Multiple Award Schedule (MAS) Program. The FSS program is directed and managed by GSA and provides Federal agencies with a simplified process for obtaining commercial supplies and services at prices associated with volume buying. Indefinite-delivery, indefinite quantity contracts are awarded to provide supplies and services at stated prices for given periods of time. GSA has delegated authority to the VA to manage the Schedules for medical supplies under the VA FSS program.

This solicitation is issued to establish contracts which may be used on a nonmandatory basis by eligible users, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. At a minimum, contract holders are required to deliver their products within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. Offerors who cannot provide the required geographic coverage will not be considered for award. This solicitation further requires that offered prices cover delivery to destinations (i.e. F.O.B. destination) located within the 48 contiguous states and the District of Columbia. Offerors can choose whether or not prices cover delivery f.o.b. destination to Alaska, Hawaii, and the Commonwealth of Puerto Rico. Additionally, the solicitation defines the number of calendar days after receipt of order (ARO) within which delivery must be made.

Special Item Numbers (SINs): FSS solicitations set forth broad categories of accepted products/services, referred to as Special Item Numbers (SINs), listed in the Continuation of SF1449 in Vendor Response Document 02. Offerors are not required to submit their entire catalog of products/services but are free to choose which items they will offer as long as those items fall within one of the solicitation's pre-defined SIN categories. Items that do not fall within one of these SINs are considered to be out of scope of the solicitation and cannot be awarded. An item's acceptability under the schedule may be further restricted by clause 52.225-5 Trade Agreements, limitations on certain types of commercial items, and a determination of fair and reasonable pricing.

Please be advised of the below restrictions applicable to this schedule for specific SINs/types of products.

- **Glucose Monitoring Products:** Glucose monitoring equipment, such as blood glucose monitoring (BGM) units and continuous glucose monitoring (CGM) units, no longer fall within the scope of this schedule. All types of glucose monitoring products, including accessories and consumables, fall under Schedule 65 VII, Invitro Diagnostics, Reagents, Test Kits, and Test Sets, new SIN 555-11. Please note that these products do not fall under GSA schedules.
- **Low Vision Aids:** Although this schedule does not currently have a SIN category which provides coverage for low vision aids, these items may be proposed under SIN A-94 Introduction of New Products/Services pending the addition of a new Low Vision Aids SIN category with specifically defined parameters. We will currently accept low vision aids under SIN A-94 on a case by case basis, at the discretion of the agency, provided that the item is a medical product/device. Please note that this does not include prescription eyewear and reading glasses, nor does it include products covered under GSA's FSS programs, such as loupes/magnifiers and IT related low vision equipment (which falls under GSA schedule 70, SIN 132 8, subcategory "Equipment for Physically Challenged").

- **Personal Medical Alert Devices:** No types of personal medical alert/monitoring devices fall within the scope of this schedule. These fall under GSA schedule 70, SIN 132-8.
- **Air Purifiers:** Air purifiers and other such air filtration/disinfection equipment do not fall within the scope of this schedule. These fall under GSA Schedule 56, SIN 563 27.
- **Pool Lifts:** Pool lifts do not fall under SIN A-76 Patient Lifts nor SIN A-77 Patient Transfer Apparatus. These fall under GSA Schedule 51V, SIN 105 002 and GSA Schedule 78, SIN 192 19.
- **Home Diagnostic Testing:** Home diagnostic tests do not fall within the scope of this schedule. Tests, test kits, and test sets fall under schedule 65 VII, Invitro Diagnostics, Reagents, Test Kits, and Test Sets. Be advised that currently there is no provision for home diagnostic testing/monitoring services under any VA schedule.
- **Medical IT:** This schedule only permits medical IT products/systems where the purpose of the product/system is for medical treatment/diagnosis. No line items will be awarded under this schedule for which the product is of a general IT nature, such as a keyboard, monitor, tablet, etc. These types of general IT items would only be permissible under this schedule when provided as an integral part of a medical IT system being offered. Additionally, laptops/tablets pre-loaded with medical therapy software should only be capable of operating the installed software (i.e. not be a general use laptop/tablet with pre-loaded medical therapy software). All non-permissible IT items fall under GSA schedule 70.
- **Lease/Rental:** This schedule does not permit leased items. Rental items may be proposed provided that the following conditions are met: 1) The offeror rents such items commercially in the normal course of business; 2) The proposed rental term does not exceed 12 months; and 3) The offeror must negotiate in good faith a rental agreement at the task order level with such agreement adhering to the parameters set forth in the "General Terms and Conditions Applicable to Rental" section of Solicitation Document 01. When proposing rental items, the offeror must clearly identify the item as a rental in the Name/Product Description column of the price proposal spreadsheet (Document 03) and must state the period for the rental (e.g. "daily rental", "monthly rental", etc.).

New Items vs. Refurbished or "Grey Market Goods"

Note: This section does not apply to rental items.

This solicitation is for the award of new items only. The Contractor shall provide only new equipment and new parts for the required products described herein. Absolutely no "grey market goods" or refurbished products shall be provided under any delivery order. Grey market goods are defined as genuine branded goods sold outside of an authorized sales-territory (or by non-authorized dealers in an authorized territory) at prices lower than being charged in authorized sales territories (or by authorized dealers). All equipment must be covered by the manufacturer's warranty.

Trade Agreements Act

The Trade Agreements Act is applicable to all Schedules. In exercising its authority under FAR Part 25, Foreign Acquisition, purchases by Ordering Activities are restricted to either U.S.-made or designated country end products. A U.S.-made product can be either 1) an article that is mined, produced, or manufactured in the United States, or 2) an article that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. It is the offeror's responsibility to verify that all offered products are U.S. made or designated country end products as defined in clause FAR 52.225-5. When an item consists of components from various countries and the components are assembled in a designated country, the test to determine country of origin is substantial transformation (see FAR 25.001(c)(2)). Offerors requiring a determination on substantial transformation can go to the US Customs and Border

Protection (CBP) Office of Regulations and Rulings. For the purposes of services, origin is determined by the country in which the firm providing the service is established, not the location at which the services are performed.

Commercial Items - Limitations
Per GSA regulations at 538.271(a), MAS awards are for commercial items as defined in FAR 2.101. Certain types of "custom" items fall under this definition as modified commercial items. For example, FSS accepts configurable items, such as configurable wheelchairs, and custom count items, such as pharmaceutical tablets packaged in quantities specifically for the Government. FSS, however, has made a business decision not to award contracts for the following:

- Custom Packs
- Non-Configurable Custom Products Made to Individual Specifications, including, but not limited to, such items as custom orthotics, custom dental products, and prescription eyeglasses.

Additionally, per the commercial item definition at FAR 2.101, FSS cannot award contracts to installation, maintenance, and repair service companies who do not also provide similar services to the general public (i.e. Government only service providers).

FDA Regulatory Requirements
Offerors of products classified as medical devices by the U.S. Food and Drug Administration shall be in compliance with the Federal Food Drug and Cosmetic (FD&C) Act, as amended, and regulations promulgated there under (codified in 21 CFR Parts 800-1299). Offerors of medical devices not in compliance with these regulations shall not be considered for award under this solicitation.

Notice of Additional Requirements - Ordering Level
In addition to the terms and conditions set forth in this solicitation, the contractor may, in the performance of orders issued under this contract, be responsible for further requirements at the ordering level. For more information on these potential, additional requirements, please see the note in Solicitation Document 01 after FAR clause 52.216-18 Ordering.

Please note that the VA does not promote the use of any company's specific Schedule contract. Vendors should be aware that obtaining a VA Schedule contract is **not a guarantee of sales**. Vendors awarded a VA Schedule contract will need to market their supplies and services to Government customers as they would to commercial customers. A listing of eligible schedule users can be found at on GSA's website at http://gsa.federalschedules.com/resources/eligible-gsa-schedule-users/.

BUSINESS SIZE DETERMINATION & NAICS CODE DESIGNATION (NOV 2018)

This is a *sample* of the Business Size Determination & NAICS Code Designation section.

In the first checkbox section, offerors must check *each* NAICS code applicable to offered products.

In the second and third checkbox sections, offerors must check ONLY one NAICS code and one FSC which should represent the greatest percentage of line items being offered.

Please note that this may not necessarily match those represented in the SAM record. For example, a company may represent itself under a distributor NAICS code in SAM, but under this section the company must choose a manufacturer NAICS code for purposes of determining business size.

The Small Business Administration (SBA) has established numerical definitions, or "size standards," for all for-profit industries based upon NAICS codes. Size standards represent the largest size that a business (including its subsidiaries and affiliates, both foreign and domestic) may be in order to be classified as a small business concern.

The NAICS codes that have been identified as being applicable to this solicitation are listed below along with their corresponding size standards (effective as of 2/26/2016). Due to regulatory restrictions, wholesaler NAICS codes are not used for Government procurement purposes. For the procurement of supplies, only manufacturer NAICS codes are used. This does not preclude a dealer or distributor from submitting a proposal under the solicitation. If you are a nonmanufacturer (e.g. wholesalers, dealers, distributors, and resellers), then the applicable size standard is 500 employees as specified in FAR 52.212-1(a).

A business may qualify as a small business under some NAICS codes and as an "other than small" business under other NAICS codes. However, in order to be recognized as a small business at the base FSS contract level, you must qualify as a small business under each NAICS code representing your product/service offerings. You may be required to represent your size status at the delivery or task order level based upon the NAICS code(s) applying to the items/service specific to that order. For the purposes of this solicitation proposal, please complete the following three designation sections.

Select the NAICS code(s) representing **each** category of your product offering(s), and select from the dropdown menu if you are a manufacturer, non-manufacturer, or both for applicable NAICS code(s).

☐ *[Select One]* 325412 Pharmaceutical Preparation Manufacturing / 1,200 employees
☐ *[Select One]* 325611 Soap and Other Detergent Manufacturing / 1,000 employees

Select the **primary** NAICS code which represents the greatest percentage of line items for your offered product(s).

☐ 325412 Pharmaceutical Preparation Manufacturing / 1,200 employees
☐ 325611 Soap and Other Detergent Manufacturing / 1,000 employees

Select the **primary** Federal Supply Code (FSC) which represents the greatest percentage of line items for your offered product(s).

☐ 6505 Drugs and Biologicals
☐ 6508 Medicated Cosmetics and Toiletries

MANUFACTURER'S FSS PRICE LIST ELECTION FORM UNDER PUBLIC LAW 102-585

***Applies only to 65IB*: Only offerors of SIN 42-2a should complete this section and choose either option 1 or option 2 to select single or dual pricing.**

A wet signature is required on this document. Offerors should include a pdf copy of the wet-signed document with their proposal submission.

Please fill in and execute the single paragraph below that reflects the Manufacturer's choice. ***Note: This certification is only for companies offering products under SIN 42-2a.***

1. [Manufacturer Name] _____ through the undersigned, its officer or agent authorized to make this election, has read and understood VA's "Dear Manufacturer" letter concerning election of an FSS price list policy. Said manufacturer hereby elects to publish a single annual FSS price list that adopts for all FSS users the current Federal ceiling price (FCP) figure(s) for any covered drug whose FCP is below the most favored customer (MFC) price. This election will be effective immediately upon award of a contract and will remain in effect through the termination of the FSS Contract.

_____ _____

SIGNATURE DATE

_____

TITLE

********** (OR) **********

2. [Manufacturer Name] _____ through the undersigned, its officer or agent authorized to make this election, has read and understood VA's "Dear Manufacturer" letter concerning election of an FSS price list policy. Said manufacturer hereby elects NOT to publish a single FSS price list extending Federal ceiling price benefits to all FSS users, but rather, where a covered drug's FCP is lower that the company's MFC price, to publish separate price lists, one containing FSS contract prices to non-covered Federal-agency users and one containing those FCP capped prices which the Manufacturer wishes to extend only to the covered Big 4 (VA, DoD, PHS/IHS, and Coast Guard) Federal agencies. This election will be effective immediately upon award of a contract and will remain in effective through the termination of the FSS contract.

_____ _____

SIGNATURE DATE

_____

TITLE

MASTER AGREEMENTS AND PHARMACEUTICAL PRICING AGREEMENTS (SEP 2010)

***Applies only to 65IB*. Only offerors of SIN 42-2a should complete this section and answer Yes or No.**

In compliance with Public Law 102-585, Section 603 – The Veterans Healthcare Act of 1992, offerors of covered drug products (including biologics) must state below whether they currently have a Master Agreement (MA) and a Pharmaceutical Pricing Agreement (PPA) in place with the Department of Veterans Affairs (VA).

☐ **YES**, Offeror has an MA and a PPA in place with the VA

☐ **NO**, Offeror does not have an MA and a PPA in place with the VA.

TRADE AGREEMENTS ACT NON-AVAILABILITY DETERMINATION REQUEST

***Applies only to 65IB*. Only offerors of SIN 42-2a should complete this section as needed. A wet signature is required on this document. Offerors should include a pdf copy of the wet-signed document with their proposal submission.**

Note: This section is only to be completed by those proposing items that are not U.S.-made or Trade Agreements Act designated country end products.

NDC 1	NDC 2	NDC 3	Generic Name / Strength	Trade Name / Strength	Country of Origin

The above covered drugs are not substantially transformed in the U.S or a designated country under 52.225-5 Trade Agreements. [Company Name] verifies that the above, currently marketed NDCs have no TAA compliant versions, including authorized generics. I understand that the VA's contracting officer may make a non-availability determination at the base FSS contract level for these 42-2A product items based upon statements in this request as well as my representations in SAM.gov.

I have revised our SAM.gov representations under 52.212-3(g)(5) and 52.225-6 to reflect that the items being offered are not U.S.-made or designated country end products as set forth at 52.225-5 Trade Agreements, and I agree to notify our VA FSS Contracting Officer should the facts as set forth in this letter or our SAM.gov representations change. I recognize that these items will be subject to Public Law 102-585, Section 603 (38 U.S.C. § 8126) pricing methodology.

_____

Printed name and title of **authorized** representative

_____ _____

Signature of **authorized** representative Date

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016, TAILORED)

All offerors must select one option in section (c).

Cross Reference:

Offerors agreeing to overseas delivery (the first or second option) are required to:

- **Provide an overseas point of contact in section (b) of clause G-FSS-900-C Contact for Contract Administration (located within this document), and**
- **Complete Document 04 and a second version of Excel Document 03 (if offering separate overseas pricing).**

Note: State Vet Homes with sharing agreements are also included as eligible ordering activities.

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to *25 U.S.C. 4111(j)*;

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.
☐ Contractor will provide overseas delivery only.
☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

AS8005 MANUFACTURING FACILITIES/PLACE OF PERFORMANCE (SEP 2010)

Applies only to 65IB

Offerors must select at least one of the below options. Offerors selecting both options must clearly distinguish the products for which the offeror is the manufacturer from the products for which the offeror is the distributor (per #7 of this clause).

If the first option is chosen (manufacturer), then the offeror must complete the tables, as applicable. If the second option is chosen (distributor), then the offeror must provide the requested information for the manufacturer/supplier of the products as well as complete the specific tables that follow, as applicable.

Cross Reference:

The designation of manufacturer/distributor below must match the designation in Block 10 of the Signatory Authority Form. If the second option is chosen, then there must be a letter of commitment provided for each manufacturer listed (per I-FSS-644).

6. If the products are to be manufactured at more than one location, each manufacturing facility and each facility address shall be listed along with the products manufactured at the facility. Subcontractors (i.e., packagers, labelers, etc.) that participate in the production of the products offered on this solicitation shall also be listed along with their addresses. All facilities described in this paragraph and listed below shall be substantially in compliance with applicable FDA GMP standards prior to contract award.

7. Offeror shall identify below or by attachment (if additional space is needed), the products offered on this solicitation (products shall be identified by product name and by solicitation item number); whether the offeror manufactures the products; and/or whether the offeror is a distributor of the products offered.

8. If the finished products to be offered are of foreign manufacture, the complete name and address of the manufacturer shall be provided below. The offeror is also required to check the box below that is applicable to its offer. Please note that the information required below must be the name and address of the manufacturing facility, rather than the address of the foreign headquarters, distributor or agent.

☐ OFFEROR IS THE MANUFACTURER (AT THE FOLLOWING LOCATIONS) OF THE PRODUCTS OFFERED ON THIS SOLICITATION.

☐ OFFEROR IS A DISTRIBUTOR OF THE PRODUCTS OFFERED ON THIS SOLICITATION. THE PRODUCTS WILL BE MANUFACTURED BY THE FOLLOWING COMPANY(S) AT THE FOLLOWING LOCATIONS:

_____

Name of Manufacturing Company Supplying Product (If offeror is distributor)

_____

Street Address (Post Office Address Not Acceptable)

_____

U.S.A. Point of Contact, e-Mail Address and U.S.A Telephone Number

Offerors distributing products of more than one manufacturer should add additional fill-ins, or an attachment should be used and referenced here.

***Applies only to 65IB*: The 65IB solicitation contains several sections similar to those shown on this page. 65IB offerors must complete all applicable sections when disclosing product manufacturing/processing facilities, providing all requested data. This information is used to determine a facility's compliance with the FDA's CGMP. Locations include manufacturing, sterilization, compounding, vaccine production, etc.**

PHARMACEUTICALS – PARENTERALS

SOLICITATION IITEM NUMBER AND PRODUCT NAME	LOCATION AND OWNER OF FACILITY WHERE INGREDIENTS ARE MEASURED, WEIGHED, MIXED AND COMPOUNDED (Facility Owner Name, Address, City, County, State and ZIP Code)	POINT OF CONTACT (Including Phone Number)

PHARMACEUTICALS – PARENTERALS, STERLIZATION

SOLICITATION ITEM NUMBER AND PRODUCT NAME:	STERILIZATION AND OWNER LOCATION (Facility Owner Name, Address, City, County, State and ZIP Code):	POINT OF CONTACT (Including Phone Number):

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

Cross Reference: **Offerors that have represented themselves as dealers or distributors (not manufacturers) in Block 10 of the Signatory Authority Form (as well as clause AS8005 for 65IB) must supply a letter of supply/commitment from each manufacturer (not from another distributor). Additionally, offerors must supply a letter of supply/commitment for each manufacturer listed on the proposed pricing spreadsheet (as well as in clause AS8005 for 65IB).**

Acceptable letters of commitment must contain all 8 components referenced above. The sample letter is a suggested format only.

A wet signature is required on this document. Offerors should include a pdf copy of the wet-signed document with their proposal submission.

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

NOTE (MAR 2018): The following are the required components of an acceptable letter of supply/commitment:

1. *Must be on manufacturer's letterhead and addressed to the offeror.*
2. *Must be dated within 90 days of the date the SF1449 was signed by the company (for offers) or the date of the modification request (for product additions under existing FSS contracts).*
3. *Must not have an expiration date.*
4. *Must be signed by an **officer** of the company. Electronic signatures are not accepted. A scanned copy of a wet signature is required.*
5. *Must reference the solicitation number (new offers) or contract number (for existing contracts).*
6. *Must contain the phrase that the manufacturer is willing to provide "a source of supply sufficient to satisfy the Government's requirements for the contract period".*
7. *Must contain the statement that end products are Trade Agreements Act (TAA) compliant.*
8. *Must specifically list each category of product and/or brand name(s) to which the letter applies.*

NOTE: The following is a sample letter of supply/commitment:

[Date}
[Offeror Name]
[Offeror Point of Contact (POC)]
[Address]
[City, State, Zip code]
Re: Letter of Supply
Dear [Offeror POC]:
This Letter of Supply is in reference to the offer that [Offeror Name] submitted in response to Federal Supply Schedule [enter Solicitation Number if a new offer or contract number of an existing contract
In the event that [Offeror Name] is awarded a Multiple Award Schedule (MAS) contract under the aforementioned solicitation number, [Manufacturer Name] can assure an uninterrupted source of supply, with sufficient quantities of product, for the duration of the base contract period (or option

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996, TAILORED)

NOTE: This clause does not apply to orders placed through a Government Prime Vendor Program or Direct-to-Patient Distribution Program.

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of export in the case of F.O.B. Inland Carrier, Point of Exportation prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

Offerors must complete both blanks below.

ITEM OR GROUP OF ITEMS (SPECIAL Item Numbers or Nomenclature)	Government's Stated Delivery Time (Days ARO)	Offeror's Normal Commercial Delivery Time	Proposed Delivery Time to the Government
F-1 and F-4 thru F-9	14		
F-2 and F-3	30		

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested. ***Note: Indicate "None Offered" in the section below if expedited delivery is not being offered.***

Offerors not offering expedited delivery must indicate "none offered" below rather than leaving this section blank.

ITEM OR GROUP OF ITEMS (SPECIAL Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)

Offerors proposing expedited delivery must describe the charges, if any, below.

Note: If offering expedited delivery to your commercial customers or to the Government, indicate the terms (e.g. "no charge", "All charges", "Responsible for difference between normal and expedited delivery", "Flat additional fee of $15", etc.):

Commercial Terms: _____

Proposed Government Terms: _____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Offerors proposing overnight/2-day delivery must describe the charges, if any, below.

Note: If offering overnight or 2-day delivery to your commercial customers and/or to the Government, indicate overnight and/or 2-day delivery as well as the terms (e.g. "No charge for overnight delivery", "Responsible for all overnight delivery charges", "Responsible for difference between normal and overnight delivery", "Flat additional fee of $15 for overnight delivery", etc.). If not offered, please indicate "not offered" below.

Commercial Terms: _____

Proposed Government Terms: _____

F-FSS-202-G DELIVERY PRICES (JAN 1994)

Note: If the contractor has agreed to participate in Government PV programs, then prices offered must cover delivery of items to all authorized Government PV locations.

Does not apply to services schedules 621 I and 621 II

Offerors must check Yes or No in (b) below for each of the three states listed.

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	(Yes)	**(No)**
Alaska	☐	☐
Hawaii	☐	☐
Puerto Rico	☐	☐

Note: Please indicate below whether or not your firm's commercial prices cover delivery f.o.b. destination to Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	(Yes)	**(No)**
Alaska	☐	☐
Hawaii	☐	☐
Puerto Rico	☐	☐

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)

Applies only to schedules 65IIA, 65IIC, 65IIF, and 65VA

Offerors not proposing an additional charge must indicate "No Additional Charge" rather than leaving this section blank.

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery within Consignee's Premises" will be shown as separate entries on the order.

Note: Indicate "No Additional Charge" in the section below if an additional charge is not proposed.

ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	ADDITIONAL CHARGE (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II – FEB 2007) (TAILORED)

NOTE: This clause does not apply to orders placed through a Government Prime Vendor Program or Direct-to-Patient Distribution Program.

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than $100, the ordering activity 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 any single order or series of orders from the same ordering office within 5 days that exceeds the maximum order amount shown below.

Special Item Number (SIN)	Maximum Order
42-1 thru 42-5 & INP	$250,000 per item / $1,000,000 per order
622	$25,000 per item/per order

(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 ordering activity 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 72 hours 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 ordering activity may acquire the supplies or services from another source.

MINIMUM ACCEPTABLE ORDER PROPOSAL (AUG 2016)

The offeror must select "No minimum" or complete in terms of dollars or units.

In accordance with 52.216-19 Order Limitations (Oct 1995) (Deviation II-Feb 2007), the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish supplies or services covered by this contract in an amount of less than $100. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. Provide your commercial minimum order terms and your proposed terms for the Government below, selecting the appropriate option(s).

Proposed Government Minimum Order: ☐ **No minimum** ***or*** **$_____ or _____ Units**

Commercial Minimum Order: ☐ **No minimum** ***or*** **$_____ or _____ Units**

UTILIZATION OF DEALERS/DISTRIBUTORS (AUG 2017)

Does not apply to services schedules

Offerors utilizing dealers/distributors commercially (including specialty distributors for 65IB) must check one. Offerors intending to utilize dealers/distributors to market/sell their products under the awarded FSS contract should check "yes".

If "Yes" is checked, then a list of all authorized dealers/distributors, including name, address, and contact information must be provided with the offer.

Offerors of 65IB: Provide all requested details regarding the use of any Specialty Distributors.

Offerors marketing through dealers/distributors, including specialty distributors, shall indicate below whether those dealers/distributors will be participating in the proposed contract. YES ☐ NO ☐

If **"yes"** is checked, then a list of participating dealers/distributors, including addresses and points of contact, shall accompany this offer and shall also be included in Contractor's Federal Supply Schedule pricelist. ***Please be aware that participating dealers/distributors acting on behalf of an awarded contractor are responsible for adhering to all terms and conditions of the FSS contract, and the ultimate responsibility for adherence to these terms and conditions lies with the FSS contract holder.***

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

Cross Reference: **Offerors must check block 17b on the SF1449 if the address provided here is different than the address in Block 17a on the SF1449.**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:5

_____

_____

_____

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)

Note: Only provide the company name and date below if you check that your firm "is" a current 8(a) Business Development Program participant.

Offerors must check one. Offerors who check "is" must sign and date this clause. Do not sign and date this clause if "is not" is checked. If checking "is", then a wet signature is required, and the proposal submission should include a pdf copy of this page with the wet signature.

Cross Reference: **Offerors who checks "is" must match the designation in Block #9 on the Signatory Authority Form and the Entity Record in SAM.**

The Offeror represents that it is ☐ is not ☐ a current 8(a) Business Development Program participant, and that it wishes to be designated as such on the FSS Schedules E-Library and GSA *Advantage!*™ as well as the Federal Procurement Data System (FPDS).

CONTRACTOR NAME & SIGNATURE: _____

DATE: _____

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

Does not apply to 65IIF or services schedules 621I and 621II

Offerors proposing to include any items with hazardous materials must complete this table; otherwise offerors should indicate "None".

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

More information on hazardous materials management, including the definition set forth by Federal Standard No. 313, can be found on GSA's website at http://www.gsa.gov/portal/content/101201.

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

Note: Indicate "None" in the section below if the items offered under this solicitation do not contain hazardous materials.

Material (If none, insert None)	Identification No.

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

A copy of each Material Safety Data Sheet (MSDS) must be provided with the offer, per section (d).

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

MEDICAL DEVICES (AUG 2017)

Not applicable to 65IB, 621I, and 66III

Offerors must respond below whether they "are" or "are not" offering items that are classified as medical devices. If proposing such items, the offeror must complete the chart below.

The FDA's Center for Devices and Radiological Health (CDRH) regulates firms who manufacture, repackage, relabel, and/or import medical devices sold in the United States. Some of the baseline regulatory requirements that govern medical devices distributed in the U.S include, but are not limited to, 1) establishment registration, 2) medical device listing, and 3) Premarket Notification 510(k), unless exempt, or Premarket Approval (PMA). More information on medical device regulations can be found on the FDA's website at https://www.fda.gov/MedicalDevices/DeviceRegulationandGuidance/Overview.

Offerors of products classified as medical devices by the U.S. Food and Drug Administration shall be in compliance with the Federal Food Drug and Cosmetic (FD&C) Act, as amended, and regulations promulgated there under (codified in 21 CFR Parts 800-1299). Offerors of medical devices not in compliance with these regulations shall not be considered for award under this solicitation.

The Offeror represents they are ☐ / are not ☐ offering one or more items classified as medical devices by the FDA.

If offering medical devices, please complete the following chart (or provide an attachment if necessary):

Medical Device Item Number & Name/Description	PMA Number / 510K Number	Explanation of Exemption, If Applicable

C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992) (TAILORED)

Does not apply to 65IB, 65VII, and services schedules 621I and 621II

Offerors must check one below in (a). Offerors who check option 2 must complete the table below. Although section (b) requires that proof of confirmation be provided with the offer, we accept that the offeror's signature on the SF1449 constitutes acknowledgement and agreement with the terms and conditions of the solicitation, including this clause, rather than to require the offeror to provide the proof outlined in section (b).

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

1. ☐ There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.
2. ☐ The safety standard(s) identified below are applicable to the following products offered under this solicitation:

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:
NRTL Recognition Program, Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W., Room N-3653
Washington, DC 20210
(202) 693-2110

Note: More information regarding NRTLs can be obtained via the web at:
http://www.osha.gov/dts/otpca/nrtl/

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

Offerors must check one below in (a). If "intends" is checked, then the offeror must complete the table that follows.

For 65IB only, this clause is used to indicate where the offeror intends to conduct contract administrative functions. 65IB utilizes AS8005 to capture manufacturing facilities/place of performance.

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required *information:*

NAME AND ADDRESS OF PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

All information must be provided for each authorized negotiator: name, title, telephone number, and e-mail address.

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the **names, titles, telephone numbers and electronic mail address** of the authorized negotiators.)

_____

_____

_____

_____

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003) (TAILORED)

All offerors must complete section (a) below.

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting, including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic:

NAME: _____
TITLE: _____
ADDRESS: _____
_____
_____
PHONE: _____
FAX: _____
E-MAIL: _____

Cross Reference:

Offerors should only complete section (b) if they have chosen an overseas delivery option in clause 552.238-78 Scope of Contract (Eligible Ordering Activities) located within this document.

An overseas (not a US contact) POC must be provided for *each* geographic area (continent) in which the product will be offered.

(b) Overseas: Overseas contact points **are mandatory** for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished **for each area** in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME: _____
TITLE: _____
ADDRESS: _____
_____
_____
PHONE: _____
FAX: _____
E-MAIL: _____

All offerors must complete each of the three point of contact sections below. If not proposing an Alternate Contact for Contract Administration, please enter "N/A" in that section.

ALTERNATE CONTACT FOR CONTRACT ADMINISTRATION (AUG 2017)

The offeror shall, in the space provided below, fill in the name of the individual, if any, designated as the alternate point of contract for contract administration. Specify "N/A" if not designated an Alternate Contract Administrator. Any changes to the designated individual must be provided to the Contracting Officer in writing via an Administrative Request for Modification with the proposed effective date of the change.

NAME: _____
TITLE: _____
ADDRESS: _____
_____
_____
PHONE: _____
E-MAIL: _____

CONTACT FOR SALES ADMINISTRATION (MAR 2011)

The offeror shall, in the space provided below, fill in the name of the individual designated as the central contact for all Report of Sales and Industrial Funding Fee (IFF) issues associated with a contract awarded under this solicitation. This individual will be authorized to discuss with the Government all issues related to the submission of sales reports and the remission of IFF payments. (List the **name, title, telephone number and electronic mail address** of the authorized sales contact.)

NAME: _____
TITLE: _____
ADDRESS: _____
_____
_____
PHONE: _____
E-MAIL: _____

ORDERING CONTACT (MAR 2018)

The offeror shall, in the space provided below, provide the contact information for the placement of direct orders.

ADDRESS: _____
_____
_____
PHONE: _____
E-MAIL: _____

WARRANTY AND RETURN GOODS POLICY (AUG 2017)

This section does not apply to services schedules

If "yes" is checked in the first question, then the second question below must be answered. If "yes" is checked in the second question, then a copy of the Warranty must be included with the offer.

Warranty: Does your firm offer a commercial warranty? **Yes** ☐ **No** ☐

If your firm has a commercial warranty, will you be offering the same terms to the Government?
Yes ☐ **No** ☐ **If yes, please provide a full copy of the policy.**

This section does not apply to services schedules

If "yes" is checked in the first question, then the second question below must be answered. If "yes" is checked in the second question, then a copy of the Return Goods Policy (RGP) must be included with the offer.

Return Goods Policy: Does your firm offer a commercial Return Goods Policy? **Yes** ☐ **No** ☐

If your firm has a commercial return goods policy, will you be offering the same terms to the Government? **Yes** ☐ **No** ☐ **If yes, please provide a full copy of the policy.**

COMPLIANCE CONFIRMATION (OCT 2018)

Please confirm that your firm is in compliance with the following requirements of the solicitation as requested below.

The SAM block below should be checked and the record expiration entered. The record must not be expired at the time of proposal submission. Should the record expire during the offer review process, the offeror will be required to update their record.

☐ **System for Acquisition Management (SAM) record is complete and active until (enter expiration date): _____**

Per 52.212-4 Contract Terms and Conditions – Commercial Items, paragraph (t), all offerors must be registered in the SAM database (now replacing both the CCR and ORCA databases) at https://www.sam.gov. prior to receiving a contract award with FSS. Submissions must be updated on an annual basis to ensure that all information is current, accurate, and complete. This system includes the Online Representations and Certifications Application (see clause 52.212-3 Offeror Representations and Certifications – Commercial Items in Solicitation Document 01).

The offeror verifies by submission of this offer that the representations and certifications have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. ***When completing 52.212-3(g)(5)(iii) in the SAM database, the offeror must adhere to the instructions set forth in the notes included under clause 52.225-5 Trade Agreements.***

If exceptions are taken, explanatory information must be provided in the blank above.

One of the two boxes below must be checked. VETS-4212 is a post-award, annual compliance requirement for contract holders only. Nothing is required pre-award for new FSS offerors.

☐ **VETS-4212 compliance report is included with offer** (copy of filed report required of those with existing FSS contracts)

☐ **VETS-4212 compliance report is not included with offer** (not required of new offerors until first reporting period after contract award): In accordance with 52.222-37 Employment Reports on Veterans (incorporated by reference in 52.212-5), all FSS **contract holders** must comply with the annual reporting of VETS-4212 at http://www.dol.gov/vets/programs/fcp/main.htm. For questions or concerns regarding VETS-4212 reports, please contact VETS-4212 customer support at 1-866-237-0275 or via email at VETS4212-customersupport@dol.gov.

All offerors must check one. The training course is only required for new offerors.

☐ **Pathway to Success training course completion certificate is not included with offer** (not required for those with existing FSS contracts).

☐ **Pathway to Success training course completion certificate is included with offer** (required for those without existing FSS contracts). New vendors must successfully complete GSA's Pathway to Success at GSA's Vendor Education Center and include a copy of the certificate with their proposal. This seminar is designed to assist prospective Schedule contractors in making an informed business decision as to whether obtaining a GSA Schedule contract is in their best interests.

Please note that the individual whose name appears on the course completion certificate must be an officer of the company and also be designated as an authorized negotiator. This designation is made at K-FSS-1 Authorized Negotiators, located in the Vendor Response section of this document. The course must be completed within one year prior to the date of your proposal (the date listed on the SF 1449).

Applies to 65IB only: **Offerors who check "yes" must provide a copy of the applicable monograph.**

Over the Counter Drugs: Are the items being submitted in this proposal over the counter drugs?

☐ **No,** none of the items proposed are over the counter drugs.

☐ **Yes,** one or more of the items proposed is an over the counter drug, and I am including a copy of the applicable monograph(s).

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

Offerors must check one.

(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.

SIN A-200: ADDITIONAL REPRESENTATIONS/REQUIREMENTS (NOV 2018)

SAMPLE - Applies to 65IIA and 65IIC only: **Offerors of SINs A-200 and C-100 must answer all five questions below and understand the additional regulatory requirements that apply based upon their responses.**

ADDITIONAL REPRESENTATIONS

Offerors of SIN A-200 are required to respond yes or no to each statement below, the substance of which is included in clause 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Certification. Additionally, you are required to complete the certification at 52.212-3(k) in your representations at Sam.gov. ***Your responses must be based upon your current business practices. You should be able to provide proof to substantiate your responses if requested by your assigned Contract Specialist.***

(1) YES ☐ NO ☐ The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror to the general public in substantial quantities in the course of normal business operations;

(2) YES ☐ NO ☐ 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 in substantial quantities to the general public in the course of normal business operations;

(3) YES ☐ NO ☐ The services are furnished at prices that are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of such equipment;

(4) YES ☐ NO ☐ 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

(5) YES ☐ NO ☐ The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

ADDITIONAL REGULATORY REQUIREMENTS

The full text of the below listed regulations can be found in Solicitation Document 01.

The below regulations apply to all offerors of SIN A-200.

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts
52.222-54 Employment Eligibility Verification
852.237-70 Contractor Responsibilities

The below, additional regulations apply to offerors who have answered "yes" to all five of the above statements.

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements

The below, additional regulations, as well as the wage determinations in Solicitation Attachment 01a, apply to offerors who are unable to answer "yes" to all five of the above statements.

52.222-41 Service Contract Labor Standards
52.222-42 Statement of Equivalent Rates for Federal Hires – Price Adjustment
52.222-43 Fair Labor Standards Act and Service Contract Labor Standards
52.222-55 Minimum Wage under Executive Order 13658
52.222-62 Paid Sick Leave under Executive Order 13706

PROGRAM PARTICIPATION

RECOVERY PURCHASING PARTICIPATION ELECTION

Offerors must check one.

Authority: Public Law 109-364, John Warner National Defense Authorization Act for Fiscal Year 2007

State and local governments have the authority to purchase products and services under FSS contracts to facilitate recovery from a major disaster, terrorism or nuclear, biological, chemical, or radiological attack. Federal Supply Schedule contractors have the option to voluntarily participate in the recovery purchasing. Even after contractors have volunteered to participate in recovery purchasing, they retain the right to decline orders from State and local governments on a case-by-case basis. For more information visit http://www.va.gov/oal/business/fss/purchasing.asp.

Please indicate your decision regarding voluntary participation in recovery purchasing: ☐ YES ☐ NO

PUBLIC HEALTH EMERGENCIES PARTICIPATION ELECTION

Offerors must check one.

Effective August 17, 2009, state, local, territorial, and tribal governments may access all Federal Supply Schedules as authorized users for goods and services when expending Federal grant funds in response to Public Health Emergencies (PHE) declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S. C. 247d. Participation in this program is voluntary for state, local, tribal and territorial governments, as well as Schedule contractors.

Please indicate your decision regarding voluntary participation in this program. ☐ YES ☐ NO

CONSIGNMENT AGREEMENTS (SEP 2006)

Applies only to 65IIA

Offerors must check one. If the first option is chosen, then the offeror must list all applicable SINs, if offered at the SIN level, or each product, if offered at the line item level.

A consignment agreement is defined as an agreement for a specified period of time under which a FSS contractor provides an item to the Government, reimbursement for which is made only if and when use of the item is made by the Government. Unused items are returned to the contractor at the end of the effective period of the agreement without reimbursement or other expense to the Government. The terms of any consignment agreement shall be negotiated and memorialized in a Blanket Purchase Agreement (BPA) between the contractor and the Government ordering facility. The agreement may be cancelled by either party upon 30 days notice.

Procurement by consignment agreement may be considered in those instances where the requirement for an item is immediate and it is not possible to predetermine which of several types or models are required (i.e., intraocular lenses, surgically implanted prostheses, etc.) and having each type or model in house on a consignment basis will assure instant availability to the user.

The Government assumes no liability for any items assigned to a government facility on a consignment basis until such time as a requirement for the item exists and a purchase (delivery) order is placed against the consignment agreement. The price invoiced shall be the BPA price in effect on the day the purchase order is placed. An exception to contractor liability is loss or damage of any consignment item by the government facility. Contractor agrees to furnish a nd maintain an inventory of medical equipment and supplies, for specific Special Item Numbers (SINs), at the government facility on consignment basis in accordance with the terms and conditions of the consignment agreement. Delivery and inventory management systems will be agreed upon between the contractor and the ordering facility.

Please check one of the following:

- ☐ **Offeror interested** in participating in a Consignment Agreement under SIN(s) _____.
- ☐ **Offeror not interested** in participating in a Consignment Agreement.

AS5000 PHARMACEUTICAL PRIME VENDOR PARTICIPATION (MAR 2016)

Applies to 65 I B offerors of covered drugs and to 65 V II, as applicable

Offerors who do not have chargeback agreements in place with commercial wholesalers and/or have special delivery/handling requirements for their products may request an exemption from participation in the PPV program. If requesting such an exemption, the offeror shall provide an explanation with their request along with any/all supporting documentation, as required.

The Department of Veterans Affairs (VA) and Department of Defense (DOD) have established contracts with Pharmaceutical Prime Vendors (PPV) to distribute products and supplies under Government contracts, including FSS contracts. Other Government agencies such as Indian Health Services and Federal Bureau of Prisons may also participate under VA and DOD's Prime Vendor contracts. Under these programs, the Prime Vendor (PV) contractors place orders with FSS contractors, maintain inventories of products, and deliver orders directly to Government ordering facilities. All prices and discount terms (except prompt payment discounts) agreed to and contained in any award document from this offer (including all future modifications) are applicable to all FSS contract products sold to the Government through the Government Prime Vendors. The Prime Vendor contractors directly pay FSS contractors for product ordered and delivered. All terms and conditions regarding ordering, time, quantity, place, method of delivery, payment terms, and chargeback agreements shall be determined between the FSS contractor and the Prime Vendor contractors.

In 2014 roughly 95% of all pharmaceutical purchases referencing FSS contracts were completed using the PPV program. Thus, the Pharmaceutical Prime Vendor contractor is the primary avenue for the Federal Government to obtain pharmaceutical products. In fact, this model of distribution has become an industry standard, both commercially and within the Government, for procuring pharmaceuticals, and FSS expects a large majority of pharmaceutical manufacturers and distributors have existing commercial agreements for wholesale distribution of their products. VA, therefore, expects offerors to participate in VA and DOD's PPV distribution, unless offerors have no existing agreements in place. Offerors who do not have chargeback agreements in place with commercial wholesalers and/or have special delivery/handling requirements for their products may request an exemption from participation in the PPV program. Offerors shall provide the assigned contract specialist an explanation with their request along with any/all supporting documentation, as required. An exemption will only be granted if the request can be verified and determined reasonable. Please note: a granted exemption ceases to exist if the basis is no longer valid. Offerors are required to provide notification immediately of such an occurrence.

When participating in the Federal Government Pharmaceutical Prime Vendor program, the FSS contractor shall honor the FSS contract prices to all Pharmaceutical Prime Vendor participants. Sales of FSS contract items through the Pharmaceutical Prime Vendors to eligible Government agencies are FSS contract sales, not commercial sales, and therefore must be reported as FSS sales during the course of the FSS contract and included in the quarterly FSS Sales Reports. The applicable Industrial Funding Fee (IFF) must be remitted to VA for all FSS sales reported**.** (See 552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING.)

NOTE: Product rationing at quarter-end is unacceptable. Contractors are to ensure availability of product year-round, when participating in the PPV Program.

DIRECT-TO-PATIENT DISTRIBUTION PROGRAM PARTICIPATION (APR 2018)

NOTE: This program does not permit a successful offeror to ship product directly to a patient. It permits the successful offeror to ship product to a government contracted Direct-to-Patient provider rather than to the Ordering Activity.

***Applies only to 65 I B and 65 II A*. Offerors must check one.**

VA's Direct-to-Patient Distribution Program is a concept of support whereby a *single, Government contracted commercial vendor* serves as a contractor of VA's Consolidated Mail Outpatient Pharmacies (CMOP) to deliver products to VA patients. Under this program, the Direct-to Patient Distribution contractor places orders with FSS contractors, maintains an inventory of products, and ships product received from the FSS contractors to VA patients at the direction of VA's CMOP facilities. The Direct-to-Patient contractor directly pays FSS contractors for product ordered and delivered. Prices for the items distributed through this program are established for the most part by VA contracts and agreements, including the Federal Supply Schedule Program and Blanket Purchase Agreements against FSS. Products eligible for distribution through the Direct-to-Patient Distribution Program are medical and surgical items. Medical equipment is not eligible for distribution through the Direct-to-Patient Distribution Program.

It should be noted that the Department of Veterans Affairs, National Acquisition Center's Direct-to-Patient Distribution Program is utilized by all VA Consolidated Mail Outpatient Pharmacy (CMOP) facilities. For this reason, FSS contractors are strongly encouraged to participate in the Direct-to-Patient Distribution Program as product providers to the contractor. All prices and discount terms (except prompt payment discounts) agreed to and contained in any FSS award document resulting from this offer (including all future modifications) are applicable to all eligible awarded products sold to the Government under this contract through the authorized Direct-to-Patient Distribution Program contractors.

For those contractors that elect to participate in the authorized Government Direct-to-Patient Distribution Program, all terms and conditions regarding time, quantity, place, method of delivery, payment terms, and chargeback agreements shall be determined between the FSS contractor and the authorized Government Direct-to-Patient Distribution contractor.

Sales of FSS contract items through the Direct-to-Patient Program must be reported as FSS sales during the course of the FSS contract and included in the quarterly FSS Sales Reports. The applicable Industrial Funding Fee (IFF) must be remitted to VA for all FSS sales reported**.** (See 552.238-74 Industrial Funding Fee and Sales Reporting.)

The following clauses do not apply to orders place through the Direct-to-Patient Distribution Program:
52.216-18 Ordering (Deviation II)
52.216-19 Ordering Limitations (Deviation II) (Tailored)
52.232-37 Multiple Payment Arrangements
552.211-78 Commercial Delivery Schedule (Multiple Award Schedule)
552.216-73 Ordering Information (Alternate II) (Tailored)
F-FSS-202-G Delivery Prices
I-FSS-140-B Urgent Requirements

Please check one of the following:

☐ Offeror is willing to participate in the VA Direct-to-Patient Distribution Vendor program.

☐ Offeror is not willing to participate in the VA Direct-to-Patient Distribution Vendor Program.