	SOLICITATION/CON					EQUISITION N	JMBER	0	PAGE OF	11
2. CONTRACT N 75A5032	and the second se	COMPLETE	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		303074		5. SOLICITATION NUMB	ER 1	6. SOLICITATION ISSUE DATE
		a.NAME Ashli	e Brown			b. TELEPHON	E NUMBE	R (No collect calls)	8. OFFER D	UE DATE/LOCAL TIME
. ISSUED BY		non +		ASPR/SNS	10. THIS ACO	UISITION IS	x .	INRESTRICTED OR	SET ASIDE:	% FOR:
					SMALL BU HUBZONI BUSINES SERVICE VETERAN SMALL BI	E SMALL S -DISABLED N-OWNED	(WK	247 H FL	E WOMEN-OWN	
	ESS BLOCK IS	DISCOUNT TERM	15		RAT	ED ORDER UN	DER	13b. RATING 14. METHOD OF SOL		
15. DELIVER TO		cc	DE ASPR-SNS		16. ADMINIST			RFO		RFP SPR/SNS
ASPR/SN 2945 FL	OF HEALTH &	HUMAN SE	ERVICES		ASPR/SI 2945 F		ROAD		VICES	
17a. CONTRAC			FACILITY		18a, PAYMEN	T WILL BE MAD	DE BY		CODE P	SC
CHARTWEI 77 BRENI CONGERS TELEPHONE NO	NY 10920	77 BRE	NNER DR	8	7700 W Bethes	m Suppo isconsi da MD 2	n Av 0814	e	LESS BLOCK B	ELOW
18.	1		20,		IS CHEC	21.	SEE ADI	23.		24.
ITEM NO.	Tax ID Numbe		DULE OF SUPPLIES/SE	ERVICES		OUANTITY		UNITPRICE		AMOUNT
1	DUNS Number OTA: N Delivery: 02 Appr. Yr.: [ Period of Pe ORM-SNS-FY22 from the one	(h)(4) 2/29/202 b)(4) erforman 2 Purcha 2 year b	4 ce: 03/01/2 se of bulk	pharmaceuti Continued	.cals					8,600,677.20
25. ACCOUNT	TING AND APPROPRIATI		ICH ADDITIONAL SHEE	na da Nocesadiyj	10-5-	1	1 1	26. TOTAL AWARD AM		vt. Use Only)
(b)(4)							100.00	A. mark	,677.20	-
	TATION INCORPORATE						ADDE	NDA		ARE NOT ATTACHED.
COPIES TO ALL ITEMS SHEETS S	ACTOR IS REQUIRED TO O ISSUING OFFICE. COI S SET FORTH OR OTHER SUBJECT TO THE TERMS RE OF OFFEEDORICONTRACT (b)(6)	NTRACTOR AG	REES TO FURNISH	AND DELIVER	31e. UNITE	HEREIN, IS	ANY AD		FER ON SOLI	OFFEI CITATION (BLOCK 5), SET FORTH
30b. NAME A	ND TITLE OF SIGNER (7)	(pe or print)	3	0c. DATE SIGNED	31b. NAM	E OF CONTR	ACTING	OFFICER (Type or print	U	31c. DATE SIGNED
SAC	K GOLE	NBERG	5	3/1/23		RLY L.				3-2-2023
	FOR LOCAL REPRODU	CTION		nd-						19 (REV. 2/2012) AR (48 CFR) 53.212

2 of 16

19. ITEM NO.	-	20. SCHEDULE OF SUPP	PLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ITEM NO.	Name: Kimh Phone:(b)( Email: ixm Dikia Ande Phone - (b)	schedule of supp erson Amount: \$8,600,6 derly Golden, CO 6) n9@cdc.gov erson,					
		rry Collias rry.Collias@Chart (6)	wellpharma.com				
	Y IN COLUMN 21 HA						
			TED, AND CONFORMS TO THE TIVE 32c. DATE			E OF AUTHORIZED	GOVERNMENT REPRESENTATIVE
RECEIV	RE OF AUTHORIZED	SPECTED ACCEP	TIVE 32c. DATE	32d. PRINTED NAME	AND TITL		GOVERNMENT REPRESENTATIVE
RECEIV		SPECTED ACCEP	TIVE 32c. DATE	32d. PRINTED NAME	AND TITL	AUTHORIZED GOVE	ERNMENT REPRESENTATIVE
RECEIV	ADDRESS OF AUTHORIZED	SPECTED ACCEP	TIVE 32c. DATE	32d. PRINTED NAME 32f. TELEPHONE NU	AND TITL	AUTHORIZED GOVE	RESENTATIVE 37. CHECK NUMBER
RECEIV	ADDRESS OF AUTHORIZED	SPECTED ACCEP D GOVERNMENT REPRESENTA ORIZED GOVERNMENT REPRES 34. VOUCHER NUMBER	TIVE 32c. DATE SENTATIVE 35. AMOUNT VERIFIED	32d. PRINTED NAME 32f. TELEPHONE NU 32g. E-MAIL OF AUTI 36. PAYMENT	AND TITL	AUTHORIZED GOVE	RESENTATIVE 37. CHECK NUMBER
RECEIV	VED IN RE OF AUTHORIZED ADDRESS OF AUTHO BER FINAL	SPECTED ACCEP	TIVE 32c. DATE SENTATIVE 35. AMOUNT VERIFIED CORRECT FOR	32d. PRINTED NAME 32f. TELEPHONE NU 32g. E-MAIL OF AUTI 36. PAYMENT	AND TITL	AUTHORIZED GOVE	RESENTATIVE 37. CHECK NUMBER
RECEIV     SIGNATU      MAILING A      SHIP NUMI     PARTIAL     S/R ACCOU	VED IN RE OF AUTHORIZED ADDRESS OF AUTHORIZED BER FINAL UNT NUMBER	SPECTED ACCEP D GOVERNMENT REPRESENTA ORIZED GOVERNMENT REPRES 34. VOUCHER NUMBER	TIVE 32c. DATE SENTATIVE 35. AMOUNT VERIFIED CORRECT FOR 40. PAID BY PAYMENT	32d. PRINTED NAME 32f. TELEPHONE NU 32g. E-MAIL OF AUTI 36. PAYMENT		AUTHORIZED GOVE	RESENTATIVE 37. CHECK NUMBER
RECEIV     RECEIV     SIGNATU      MAILING A      MAILING A      SMAILING	VED IN RE OF AUTHORIZED ADDRESS OF AUTHORIZED BER FINAL UNT NUMBER Y THIS ACCOUNT IS	SPECTED ACCEP D GOVERNMENT REPRESENTA ORIZED GOVERNMENT REPRES 34. VOUCHER NUMBER 39. S/R VOUCHER NUMBER	TIVE 32c. DATE SENTATIVE 35. AMOUNT VERIFIED CORRECT FOR 40. PAID BY	32d. PRINTED NAME 32f. TELEPHONE NU 32g. E-MAIL OF AUT 36. PAYMENT	AND TITL	AUTHORIZED GOVE	RESENTATIVE 37. CHECK NUMBER

STANDARD FORM 1449 (REV. 2/2012) BACK

# SECTION B - SCHEDULE OF SUPPLIES/SERVICES

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	NOT TO EXCEED
0001	Doxycycline 25mg/5ml oral suspension, powder, 60ml bottle (b)(4); (b)(3):42 U.S.C. § 247d-6b(d) The contractor shall provide the following pharmaceuticals as shown in D.2(a) below. Contract Type: Firm Fixed Price Period of Performance: 3/01/2023 –2/29/2024	1	\$8,600,677.20	\$8,600,677.20

\* Final LOT Total above in Section B.

# SECTION C - CONTRACT CLAUSES

#### Additional Contract Clauses:

#### C.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more HHSAR clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es):

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

(End of Clause)

FAR SOURCE	TITLE AND DATE
47.303-1	F.o.b. origin
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
52.204-7	System for Award Management (Oct 2018)
52.209-7	Information Regarding Responsibility Matters (Oct 2018)
52.217-6	Option for Increased Quantity. (Mar 1989)

52.222-56	Certification Regarding Trafficking in Person Compliance Plan (Oct 2020)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov. 2021)
52.242-15	Stop-Work Order (Aug 1989)

2 - 2 - 2 -

# C.2 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Dec 2022)

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 products and commercial services:

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)).

52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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)).

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 products and commercial services: [Contracting Officer check as appropriate.]

X\_(1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 4655</u>).

X\_(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).

X (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) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier 5ubcontract Awards (Jun 2020) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).

\_\_ (S) [Reserved].

(6) <u>52.204-14</u>, 5ervice Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

X (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (<u>31 U.S.C. 6101 note</u>).

\_X\_ (9) <u>52.209-9</u>. Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( <u>41 U.S.C. 2313</u>).

\_\_ (10) [Reserved].

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).

(12) <u>52.219-4</u>, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (<u>15 U.S.C. 657a</u>).

\_\_\_ (13) [Reserved]

\_\_ (14) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 15 U.5.C. 644).

\_\_ (ii) Alternate I (Mar 2020) of <u>57.219-6</u>.

\_\_ (15) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of <u>52.219-7</u>.

\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)).

\_X\_ (17) 52.219-9, Small Business Subcontracting Plan (Oct 2022) ( 15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (Nov 2016) of <u>52.219-9</u>.

\_\_ (iii) Alternate II (Nov 2016) of <u>52.219-9</u>.

\_\_ (iv) Alternate III (Jun 2020) of <u>52.219-9</u>.

\_\_\_ (v) Alternate IV (Sep 2021) of <u>52.219-9</u>.

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

\_\_\_ (ii) Alternate I (Mar 2020) of <u>52.219-13</u>.

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).

\_X\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (<u>15 U.S.C. 657f</u>).

\_\_\_(22) 52.219-28, Post Award Small Business Program Representation (Oct 2022) ( 15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (Mar 2020) of <u>52.219-28</u>.

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically

- Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(m)).
- \_\_\_ (24) <u>52.219-30</u>, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (<u>15 U.S.C. 637(m</u>)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).

\_X\_ (27) <u>52.222-3</u>, Convict Labor (Jun 2003) (E.O.11755).

\_X\_(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

\_X\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (30) <u>52.222-26</u>, Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of <u>52.222-26</u>.

\_X\_ (31) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (Jul 2014) of <u>52.222-35</u>.

\_\_\_\_(32) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).

\_\_\_ (ii) Alternate I (Jul 2014) of <u>52.222-36</u>.

(33) 52.222-37, Employment Reports on Veterans (Jun 2020) ( <u>38 U.S.C. 4212</u>).

(34) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (35) <u>52.222-50</u>, Combating Trafficking in Persons (Nov 2021) (<u>22 U.S.C. chapter 78</u> and E.O. 13627). \_\_ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).

\_X\_ (36) <u>52.222-54</u>, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR <u>22.1803</u>.)

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

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

.....

\_\_\_ (38) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) <u>52.223-13</u>, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

-----

(41) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of <u>52.223-14</u>.

\_\_\_\_(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).

(43) <u>52.223-16</u>, 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\_ (44) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

\_\_\_\_ (47) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

\_X\_ (48) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.

(49) <u>52.225-3</u>, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (<u>19 U.5.C. 3301</u> <u>note</u>, <u>19 U.5.C. 2112 note</u>, <u>19 U.5.C. 3805 note</u>, <u>19 U.5.C. 4001 note</u>, <u>19 U.5.C. chapter 29</u> (sections 4501-4732), Public Law 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 [Reserved].

(iii) Alternate II (Dec 2022) of <u>52.225-3</u>.

(iv) Alternate III (Jan 2021) of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X\_(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) <u>52.225-26</u>, 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. Subtitle A, Part V, Subpart G Note).

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

(54) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 3805</u>).

\_\_\_\_ (57) <u>52.232-30</u>, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( <u>41 U.S.C. 4505</u>, <u>10 U.S.C. 3805</u>).

\_X\_ (58) <u>52.232-33</u>, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( <u>31 U.S.C. 3332</u>). \_\_\_ (59) <u>52.232-34</u>, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (<u>31 U.5.C. 3332</u>).

. .....

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. SS2a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).

\_\_\_ (63) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( <u>46 U.S.C.</u> <u>55305</u> and <u>10 U.S.C. 2631</u>).

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

. . . . . . . . . . . . . . . .

\_\_\_ (iii) Alternate II (Nov 2021) of <u>52.247-64</u>.

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 products and commercial services:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter67).

(2) 52.222-42, Statement of Equivalent Rates for Federal

Hires (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).

(4) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and <u>41 U.S.C. chapter 67</u>).

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

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

(7) 52.222-S5, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(8) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020)

(42 U.S.C. 1792).

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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at <u>S2.215-2</u>, Audit and Records-Negotiation.

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.

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 <u>4.7</u>, 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.

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)

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

52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).

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)).

<u>S2.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

52.219-8, Utilization of Small Business Concerns (Oct 2022) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <u>19.702(a)</u> on the date of subcontract award, the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.

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

52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38.U.S.C. 4212).

52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).

52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

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.

S2.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).

(xiii)

52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.5.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of <u>52.222-50</u> (22 U.5.C. chapter 78 and E.O. 13627).

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).

52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.5.C. chapter 67</u>).

52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).

Alternate I (Jan 2017) of 52.224-3.

(vy) 52 225-26 Contractors Parforming Drivata Convisit. Functions Outside the Unit of the 10.

(xxii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (<u>46 U.S.C.</u> <u>55305</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### C.3 HHS Acquisition Regulations (HHSAR)

This contract incorporates one or more HHSAR clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es):

http://www.hhs.gov/

https://www.acquisition.gov/hhsar

HHSAR SOURCE	TITLE AND DATE
352.203-70	Anti-Lobbying (Dec 2015)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.227-70	Publications and Publicity (Dec 2015)
353.208-70	Printing and Duplication (Dec 2015)
352.224-70	Privacy Act (Dec 2015)
352.233-71	Litigation and Claims (Dec 2015)

**C.4 Inspection** and acceptance under this contract will be in accordance with FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Dec 2022).

# C.5 CONTRACTING OFFICER'S REPRESENTATIVE(COR) APPOINTMENT AND AUTHORITY

Performance of work under this contract is subject to the technical direction of the COR or a representative designated by the contracting officer in writing. The term "technical direction "includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily. Technical direction must be within the scope of the contract specification(s)/work statement.

The COR does not have authority to issue technical direction that: (a) Constitutes additional work outside the contract specification(s) /work statement; (b) Constitutes a change as defined in the "Changes" clause of this contract; (c) Causes an increase or decrease in the contract price, or the time required for contract performance interferes with the contractor's right to perform under the terms and conditions of the contract; or (d) Directs, supervises or otherwise controls the actions of the contractor's remployees.

Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the contracting officer. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COR, if the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations above, the Contractor shall immediately notify the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subjected the terms of the "Disputes" clause of this contract.

#### C.6 CONTRACTOR PUBLICITY

The Contractor, or any entity or representative acting on behalf of the Contractor, may not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government will consider institution of all remedies available under the contract and applicable law.in the scope of the contract shall be subjected the terms of the "Disputes" clause of this contract.

#### C.7 Invoice Submission

The Department of Health and Human Services has amended the Department's Federal Acquisition Regulation Supplement, the HHS Acquisition Regulation (HHSAR), to support the HHS Electronic Invoicing Implementation Project and HHS's transition to the Department of the Treasury's Invoice Processing Platform (IPP). This complies with Office of Management and Budget (OMB) memorandum M-15-19, Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing, issued on July 17, 2015.

If your company is already registered to use IPP, you will not be required to re-register. Once your contract is transitioned to IPP, your company shall submit invoices for all open and new contracts via the IPP Invoicing Platform.

Your company will receive two emails from IPP Customer Support, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of the first email, contains a temporary password. You must log in with the temporary password within 30 days.

HHS and the Department of Treasury will enroll your company into IPP. Your company must follow the IPP registration email instructions to register for the Collector Account to be able to submit invoice requests for payment. Your business point of contact as listed in SAM will receive the registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the implementation of IPP. Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov.

To request assistance with enrollment, please contact the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

#### C.8 INVOICE CLAUSE

#### HHSAR 352.232-71 Electronic submission of payment requests (Feb 2022)

(a) Definitions. As used in this clause-

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at <u>www.ipp.gov</u> or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

#### C.9 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government is a Firm Fixed price contract resulting from this solicitation. (End of Provision)

#### C. 10 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(End of Provision)

Contracting Officer Kimberly Golden Team Lead Contracting Officer Office of Resource Management (ORM), Office of the Administration Secretary for Preparedness and Response (ASPR) Email: OSContracting.gov (End of provision)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

#### Statement of Work

#### **D.1 Background**

The mission of the Division of Strategic National Stockpile (DSNS), of the United States (U.S.) Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR), is to ensure the availability and rapid deployment of life-saving pharmaceuticals, antidotes, other medical supplies, and equipment necessary to counter the effects of biological, chemical, radiological, natural disasters, or other emerging infectious disease agents. When state, local, tribal, and territorial public health and medical systems request federal assistance to support their response efforts, DSNS ensures that the right medicines and supplies get to those who need them most during a public health emergency or pandemic event.

The Strategic National Stockpile (SNS) is a national repository of pharmaceuticals, vaccines, medical supplies, and medical equipment stored in strategic locations around the nation. These assets are designed to supplement state and local public health departments in the event of a large-scale public health emergency that causes local supplies to run out. Pharmaceuticals and Medical Supplies are strategically stored in a network of warehouses across the country for rapid deployment to protect the U.S. population against 21st century health security threats, such as anthrax, botulism, smallpox, plague, tularemia, and viral hemorrhagic fevers, as well as emerging infectious diseases, pandemic influenza, natural disasters, and other chemical, biological, radiological, and nuclear incidents.

#### **D.2 Scope of Work**

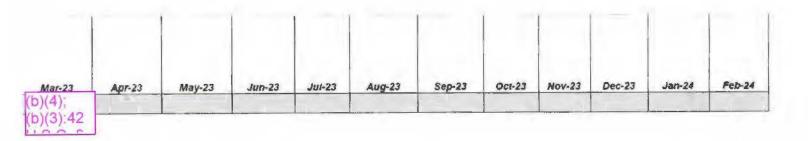
The Strategic National Stockpile has a need to procure a variety of FDA approved pharmaceuticals to maintain minimum stockpiling capabilities for responding to public health events. The Contractor, as an independent organization and not as an agent of the Government, shall procure and furnish all labor, materials, supplies, facilities, equipment, transportation and travel necessary to deliver the acceptable pharmaceuticals. The contractor shall provide brand name or equal product for the pharmaceuticals listed in Table A below, on or before 2/29/2024.

The quantities listed in the below table are in the lowest unit of measure, each, which is defined as a single tablet, capsule, vial, bag, tube, bottle, packet, ampule, etc. The Government will not consider an alternate strength, dosage, or formulation.

#### D.2 (a) Pharmaceuticals List

Product	NDC#	Delivery Shelf Life (Month)	Unit of Measure - Delivery Packaging Configuration	Unit of Measure - Delivery Conversion to Eaches	Unit of Measure - Delivery Total Shipments Quantities Expected (Total - UoM Expected - per Award)	Unit of Measure - Delivery Total Eaches Quantities Expected (Total - Eaches - Expected)	UNIT PRICE	TOTAL extended Price
Doxycycline 25mg/5ml oral suspension, powder, 60ml bottle	62135-0417- 46	27	Cases	24	(b)(4); (b)(3):4	12 U.S.C. § 2	47d-6b(	d)

#### D.2(b) Product & QTY



#### **D.3 Special Requirements:**

- a) <u>Shelf-life Requirements</u>: At time of delivery, product shall have no less than 80% of total FDA approved shelf-life remaining.
- b) The products produced and stored under this contract must be FDA approved and shall be manufactured in accordance with the conditions approved by the Food and Drug Administration under appropriate patents for the medication. The current Good Manufacturing Practice regulations (cGMP's) (21CFR Parts 210 211) will be the standard to be applied for manufacturing, processing, and packing of pharmaceuticals.

- c) The Contractor shall be an authorized manufacturer, distributor, or reseller with a current FDA license for such. If proposing on a controlled substance pharmaceutical, the contractor shall also have the appropriate DEA licenses to procure, store, and distribute such drugs.
- d) Compliance with Drug Enforcement Administration and State Controlled Substance Requirements.
  - Sourcing Requirements. Contractor is required to submit a Form 222 or use the DEA's Controlled Substance Ordering System ("CSOS") for physical transfer of Scheduled II controlled substances from manufacturer or other source (which must be a DEA registered location) to Contractor's facilities.
  - 2. Contractor is required to store Schedule II controlled substances in a vault and keep these products physically segregated in a separate space from non-controlled substances. Contractor will not have the capability to store all applicable Program Products that are Schedule II controlled substances in a vault in its Olive Branch Facility in order to meet the anticipated timelines of this Program, provided, however, these Program Products will be segregated by location and physical barrier that meets the qualifications of a Schedule 3-5 controlled substance cage as outlined in 21 CFR 1301.72(b) and under continual physical supervision by security guards and video. This arrangement may require an exemption or approval by the DEA and any applicable state authorities. Contractor is also required to keep documented records of all controlled substances in its facilities as part of its inventory maintained for the DEA and will comply with this requirement.
  - 3. Customer Setup/Diversion Control. Due Diligence Requirement. Unless otherwise agreed to with DEA, under 21 C.F.R. § 1301.74 any Delivery location(s) which is not a current customer of Contractor must be reviewed by Contractor to ensure it is appropriately licensed and registered with the DEA and the state authorities. Contractor is required to verify and maintain such license verification in connection with distributing any controlled substances under otherwise applicable regulations. Suspicious Order Monitoring Requirement. Under 21 C.F.R. § 1301.74 and various state requirements, Contractor is required to monitor all orders of controlled substances for the purposes of identifying and reporting suspicious orders.
  - 4. For purposes of the Program, Contractor is acting at the sole direction, instruction and discretion of ASPR and the Authorities, and upon agreement of Contractor, ASPR and DEA, either (i) the Due Diligence Requirement and Suspicious Order Monitoring Requirement described above will not be enforced for shipments of controlled substances under the Program as directed by ASPR and the Authorities, or (ii) Contractor, ASPR and DEA shall determine an alternative process for shipments of controlled substances directed by ASPR and the Authorities.
  - Any Delivery location(s) receiving a Program Product that is a Scheduled II controlled substance will need to submit a DEA 222 Form or CSOS order, unless

DEA provides an exemption or alternative process.

6. Recordkeeping Requirements. Contractor is required to comply with all DEA and state recordkeeping and reporting regulations related to receiving controlled substances, inventories, shipping, Automation of Reports and Consolidated Orders System (ARCOS) reporting and Suspicious Order Monitoring reporting. These requirements may be modified or limited pursuant to agreement with DEA, ASPR, and the Authorities. Contractor will require guidance from DEA and states as to the extent to which these requirements will be applicable to the Program Products.

#### D. 4 Packaging and Shipping Requirements

- 1. All contracts for delivery to a DSNS location shall have the following shipping requirements:
- 2. No partial case or package quantities will be accepted.
- 3. No mixed lot numbers per case or per packages will be accepted.
- 4. No mixed sizes (e.g., smalls, mediums, larges, or bottle counts mixed in on one pallet) will be accepted.
- 5. No mixed product per pallet will be accepted.
- 6. One lot number will be used per pallet. The final delivery may contain one pallet with multiple lot numbers. Lots must be clearly identified.
- 7. Duplicate lots should only have one expiration date (i.e., the same two lot numbers should not have different expiry dates).
- 8. All shipments will include packing slips which should list the contract number, item description, NDC or part number, lot numbers, and quantities.
- Contractor shall contact designated POC (for the respective address items are being delivered to) to schedule delivery appointments NLT 48 hours prior to shipping any product but as far in advance as possible (delivery times are Mon – Fri 8:00 AM – 3:30 PM).
- For products with an issued NSN, product cases shall have applicable NSN annotated on case and inner packages' labels. NDC numbers (National Drug Code numbers must also be annotated on case and inner package labels. NDCs must use the 5+4+2 standard digit methodology (xxxxx-yyyy-zz). Leading zeros may be utilized on the 5digit section and/or the 4-digit section and/or the 2-digit section within the NDC methodology.
- 11. All pallets are to have the identical TI-HI stack pattern except for the final pallet.
- 12. All product to be delivered on a heat treated standard 48" by 40" pallet, not to exceed 60" in height, stretch wrapped, and secured to pallet for safe transport.

#### **D.5 Contract Period of Performance**

The anticipated start of the Contract Period of Performance is 12 months from date of award.

#### D. 6 Delivery & Transportation:

- 1. Delivery location and schedule will be provided by the Contracting Officer's Representative after award.
- 2. The offeror shall have and maintain all capabilities required to safely pack, ship, and deliver the product throughout the performance of this requirement.
- 3. Labels used on pharmaceuticals should indicate the name or identifying code and batch number.

#### **D.7 Deliverables**

Deliverable	Format/Deliver to	Date
Kick-Off Meeting Notes Should contain a detailed overview of the discussion.	Electronic copy of Kick-Off Meeting Notes – COR	Within 5 days of meeting being held
Delivery Documents	Scan and email to COR/POC	2 Business Days Prior to delivery.
Packing Slips	Scan and email to COR/POC	48 hours after delivery
Final Report	Email to COR/POC - Summary of all deliveries and product warehoused under performance of this contract.	Within 5 business days from final delivery or end of contract, whichever comes first.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 0002 08/22/2022 6. ISSUED BY CODE ASPR/SNS ASPR/SNS ASPR/SNS 2945 FLOWERS ROAD ATLANTA, GA 30341	4. REQUISITION/PURCHASE REQ. NO. 4. REQUISITION/PURCHASE REQ. NO. 7. ADMINISTERED BY (# other iman item 6) CODE ASPR/ US DEPT OF HEALTH & HUMAN SERVICES ASPR/SNS 2345 FLOWERS ROAD	2
0002 08/22/2022 6.ISSUED BY CODE ASPR/SNS ASPR/SNS ASPR/SNS 2045 FLOWERS ROAD	7. ADMINISTERED BY (# other man Item 6) CODE ASPR/ US DEPT OF HEALTH & HUMAN SERVICES ASPR/SNS 2345 FLOWERS ROAD	2
6. ISSUED BY CODE ASPR/SNS ASPR/SNS ASPR/SNS 2945 FLOWERS ROAD	US DEPT OF HEALTH & HUMAN SERVICES ASPR/SNS 2345 FLOWERS ROAD	5178
ASPR/SNS ASPR/SNS 2945 FLOWERS ROAD	US DEPT OF HEALTH & HUMAN SERVICES ASPR/SNS 2945 FLOWERS ROAD	
	ATLANTA, GA 30341	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Chartwell RX, LLC 77 Brenner Drive Congers, NY 10920	9A. AMENDMENT OF SOLICITATION           NO.           75A50322000019-0002           9B. DATED (SEE ITEM 11)           08/22/2022           10B. DATED (SEE ITEM 13)	
X The above numbered solicitation is amended as set forth in filem 14. The hour and Olfers must acknowledge receipt of this amendment prior to the hour and date specifiers 8 and 15, and returning <u>1</u> copies of the amendment, (b) B separate letter or electronic communication which includes a reference to the solici RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIC	eclied in the solicitation or as amended , by one of the following methods: (a) By comple By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) itation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE OR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR milled, such change may be made by letter or electronic communication, provided	ling
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT	CTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO, AS DESCRIBED IN ITEM 14	
ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSU	(honly) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT D REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, O THE AUTHORITY OF FAR 43.103(b). UANT TO AUTHORITY OF:	
D OTHER (Specify type of modification and authority)		

The purpose of this amendment is to extend the due date for receipt of proposals. The hour and date specified for receipt to offers is hereby changed as follows: From 2:00 PM EST, 8/23/2022 TO: 12:00 PM EST, 9/23/2022.

The anticipated award date is hereby changed from September 30, 2022, to November 15, 2022. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: Continued ...

Except as provided herein, all terms and conditions of the document referenced in Itom 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
Jack Goldenberg, Managing M	ember	KIMBERLY L. GOLDEN					
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED	<sup>168,</sup> (b)(6)	16C. DATE SIGNED				
(Signature of person a	8/22/22	(Signature'or Contracting Unicer)	8/22/2022				
Previous edition unusable		STAN	DARD FORM 30 (REV. 11/2016)				

STANDARD FORM 30 (REV. 11/2016) Prescribed by GSA FAR (48 CFR) 53.243 CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

**746E OF** 

NAME OF OFFEROR OR CONTRACTOR

EMINO.	SUPPLIESISERVICES	OUANTITY (C)	UNIT ID}	UNIT PRICE	ANIOUNT
( <u>)</u>	(3)	L (2)	1.03	(E)	(F)
	(a) By completing Items 3 and 15 and returning 1				
	copy of the amendment;				
	(b) By acknowledging receipt of this amendment on				
	each copy of the offer submitted / or				
	(c) By separate letter or electronic	ļ			
	communication which includes a reference to the	ł			
	oblicitation and amendment numbers.				
	PAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT				
	THE PLACE DESIGNATED FOR THE RECEIFT OF OFFERS				
	PPIOR TO THE HOUR AND DATE SPECIFIED MAY RESPLE	I			
	IN REALCTION OF YOUR.				
	If by virtue of this amendment you desire to			Į	
	change an offer already submitted , such change			ŧ	
	may be made by letter or electronic				
	communication, provided each letter or clactronic				
	commutication makes peference to the solicitation				
	and this amendment, and is received prior to the	I	1	1	
	opening hour and date specified.				
	Delivery: 1)/14/2025				
	Delivery Location Code: ASPR-SNS	ł			
	A3PK-SNS			7	
	US DEFT OF HEALTH & HUMAN SERVICES				
	ASPR/SNS				
	2945 FLOWERS ROAD	i			
	ATLANTA GA 30341 US				
	Period of Performance: 11/15/2022 to 11/14/2023				
	The purpose of this award is to produce multiple				
	Ensioned the Indian indian frequencies (National				
	Stockpile (See. P.1 for list of Pharmaceutical				
	Items for this procurement).				
	•				
		1		~	
		l			
		1			
		[	1		
		[			
		ł			
		l			
		ł			
			[ ]		
	1	1	1 1	I	
			[ ]	1	

		ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
					1 35
2 AMENDME	NT/MODIFICATION NO	3 EFFECTIVE DATE	4 REC	UISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
		09/05/2022			
5. ISSUED BY	CODE	ASPR/SNS	7. AD	MINISTERED BY (If other than Item 6)	CODE ASPR/SNS
			ASP 294	DEPT OF HEALTH & HUM R/SNS 5 FLOWERS ROAD ANTA, GA 30341	AN SERVICES
8. NAME AND	ADDRESS OF CONTRACTOR (No., stree	t, county, State and ZIP.Code)	(x) <sup>9A</sup>	. AMENDMENT OF SOLICITATION NO	
Chart	well RX, LLC			5A50322Q00019	
77 Bre	enner Drive		× 98	. DATED (SEE ITEM 11)	
Conge	ers, NY 10920			9/05/2022	
ROCKI	and County		10.	A MODIFICATION OF CONTRACT/ORD	DER NO.
ÇODE			10	B DATED (SEE ITEM 13)	
Unique Entit	ty ID: (/h)///				
Offers must	numbered solicitation is amended as set fit t acknowledge receipt of this amendment p f 15, and returning l co	orth in Item 14. The hour and da prior to the hour and date specifie	ate specified for i ed in the solicitat		
Offers must Items 8 and separate let RECEIVED OFFER If each letter (	t acknowledge receipt of this amendment p	orth in Item 14. The hour and da orth in Item 14. The hour and date pies of the amendment; (b) By a ludes a reference to the solicitatio RECEIPT OF OFFERS PRIOR change an offer already submitte nce to the solicitation and this an	ate specified for r ed in the solicitat cknowledging re on and amendm TO THE HOUR ed, such change	eceipt of Offers ion or as amended , by one of the follow ceipt of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided
Offers must Items 8 and separate let RECEIVED OFFER If I each letter (	t acknowledge receipt of this amendment ( 1 15, and returning <u>l</u> co tter or electronic communication which inc PAT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes refere TING AND APPROPRIATION DATA (if reg	orth in Item 14. The hour and date prior to the hour and date specifie pies of the amendment; (b) By a ludes a reference to the solicitati ERECEIPT OF OFFERS PRIOR change an offer already submitte nee to the solicitation and this an wired)	ate specified for r d in the solicitat cknowledging re on and amendm TO THE HOUR d, such change nendment, and is	eceipt of Offers ion or as amended , by one of the follow ceipt of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided date specified
Offers must Items 8 and separate let RECEIVED OFFER If I each letter 12 ACCC/UNT	t acknowledge receipt of this amendment ( 115, and returning <u>l</u> co tter or electronic communication which inc AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes refere TING AND APPROFINATION DATA <i>III reg</i> 13. THIS ITEM ONLY APPLIES TO M	orth in Item 14. The hour and date prior to the hour and date specifie piles of the amendment; (b) By a ludes a reference to the solicitation RECEIPT OF OFFERS PRIOR change an offer already submitten nee to the solicitation and this an wired)	ate specified for ri de in the solicitat cknowledging re on and amendmi TO THE HOUR ad, such change nendment, and is	eccept of Offers ion or as amended, by one of the follow cept of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com s received prior to the opening hour and o	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided fate specified
Offers must Items 8 and separate let RECEIVED OFFER If I each letter (	t acknowledge receipt of this amendment ( 115, and returning 1 co tter or electronic communication which inc AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes refere TING AND APPROFRIATION DATA //f reg 13. THIS ITEM ONLY APPLIES TO M A THIS CHANGE ORDER IS ISSUED I URDER NO. IN ITEM 10A	orth in Item 14. The hour and da prior to the hour and date specific ples of the amendment; (b) By a- ludes a reference to the solicitation : RECEIPT OF OFFERS PRIOR change an offer already submitte nee to the solicitation and this an (wired) NODIFICATION OF CONTRACTS PURSUANT TO: (Specify author)	ate specified for i ed in the solicitat cknowledging re on and amendmi TO THE HOUR ad, such change nendment, and is <b>/ORDERS. IT M</b> i	eccept of Offers ion or as amended, by one of the follown cept of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com s received prior to the opening hour and of DDIFIES THE CONTRACT/ORDER NO. /	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided date specified AS DESCRIBED IN ITEM 14.
Offers must Items 8 and separate let RECEIVED OFFER If I each letter 12 ACCC/UNT	t acknowledge receipt of this amendment ( 115, and returning 1 co tter or electronic communication which inc AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes refere TING AND APPROFRIATION DATA //f reg 13. THIS ITEM ONLY APPLIES TO M A THIS CHANGE ORDER IS ISSUED I URDER NO. IN ITEM 10A	orth in Item 14. The hour and date prior to the hour and date specific pies of the amendment; (b) By a- ludes a reference to the solicitation rERCEIPT OF OFFERS PRIOR change an offer already submitten nee to the solicitation and this an (wired) IODIFICATION OF CONTRACTS PURSUANT TO: (Specify author) CT/ORDER IS MODIFIED TO RE H IN ITEM 14, PURSUANT TO TH	ate specified for i due the solicitat cknowledging re on and amendmi- TO THE HOUR ad, such change nendment, and is <b>/ORDERS. IT M</b> (5) THE CHANC EFLECT THE AC	eceipt of Offers ion or as amended , by one of the follow: ceipt of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com sinceeived prior to the opening hour and of DDIFIES THE CONTRACT/ORDER NO. / DESS SET FORTH IN ITEM 14 ARE MADI MINISTRATIVE CHANGES (such as cha OF FAR 43 103(b)	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided date specified AS DESCRIBED IN ITEM 14.
Offers must Items 8 and separate let RECEIVED OFFER If I each letter 12 ACCGUNT	t acknowledge receipt of this amendment ( 115, and returning co tter or electronic communication which inc IAT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes refere TING AND APPROFINATION DATA <i>lif reg</i> <b>13. THIS ITEM ONLY APPLIES TO M</b> A THIS CHANGE ORDER IS ISSUED I URDER NO. IN ITEM 10A B THE ABOVE NUMBERED CONTRAC appropriation data, etc.) SET FORTH	orth in Item 14. The hour and date prior to the hour and date specifie piles of the amendment; (b) By a ludes a reference to the solicitation is RECEIPT OF OFFERS PRIOR change an offer already submitten nee to the solicitation and this an wired) NODIFICATION OF CONTRACTS PURSUANT TO: (Specify authom CT/ORDER IS MODIFIED TO THE H IN ITEM 14, PURSUANT TO THE IT IS ENTERED INTO PURSUAN	ate specified for i due the solicitat cknowledging re on and amendmi- TO THE HOUR ad, such change nendment, and is <b>/ORDERS. IT M</b> (5) THE CHANC EFLECT THE AC	eceipt of Offers ion or as amended , by one of the follow: ceipt of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com sinceeived prior to the opening hour and of DDIFIES THE CONTRACT/ORDER NO. / DESS SET FORTH IN ITEM 14 ARE MADI MINISTRATIVE CHANGES (such as cha OF FAR 43 103(b)	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided date specified AS DESCRIBED IN ITEM 14.
Offers must Items 8 and separate let RECEIVED OFFER If I each letter 12 ACCGUNT	t acknowledge receipt of this amendment ( 115, and returning 1 co tter or electronic communication which inc AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes refere TING AND APPROFINATION DATA <i>lif reg</i> <b>13. THIS ITEM ONLY APPLIES TO M</b> A THIS CHANGE ORDER IS ISSUED I ORDER NO. IN ITEM 10A B THE ABOVE NUMBERED CONTRAC <i>appropriation data, etc.</i> ) SET FORTI C THIS SUPPLEMENTAL AGREEMEN D OTHER (Specify type of modification	orth in Item 14. The hour and date prior to the hour and date specifie piles of the amendment; (b) By a ludes a reference to the solicitation is RECEIPT OF OFFERS PRIOR change an offer already submitten nee to the solicitation and this an wired) NODIFICATION OF CONTRACTS PURSUANT TO: (Specify authom CT/ORDER IS MODIFIED TO THE H IN ITEM 14, PURSUANT TO THE IT IS ENTERED INTO PURSUAN	ate specified for i due the solicitat cknowledging re on and amendmi TO THE HOUR ad, such change nendment, and is <b>VORDERS. IT M</b> (b) THE CHANC EFLECT THE AD HE AUTHORITY NT TO AUTHORI	eceipt of Offers ion or as amended , by one of the follow: ceipt of this amendment on each copy of ent numbers. FAILURE OF YOUR ACK AND DATE SPECIFIED MAY RESULT IN may be made by letter or electronic com sinceeived prior to the opening hour and of DDIFIES THE CONTRACT/ORDER NO. / DESS SET FORTH IN ITEM 14 ARE MADI MINISTRATIVE CHANGES (such as cha OF FAR 43 103(b)	ng methods (a) By completing the offer submitted , or (c) By NGWLEDGEMENT TO BE I REJECTION OF YOUR munication, provided date specified AS DESCRIBED IN ITEM 14. E IN THE CONTRACT angles in paying office,

SNS Pharmaceutical Buy (12 Months)

Amendment 0003 to Solicitation 75A50322Q00019

The purpose of this amendment is to extend the due date for receipt of proposals.

The hour and date specified for receipt to offers is hereby changed as follows: From 2:00 PM EST, 9/23/2022 TO: 2:00 PM EST, 9/30/2022.

The anticipated award date is hereby changed from November 15, 2022, to December 15, 2022. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning 1 copy of the amendment;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect 15A NAME AND TITLE OF SIGNER (*Type or print*)
16A NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*)

		KIMBERLY L. GOLDEN		
ISB CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED	
Digitally signed by Jack <u>Jack Goldenberg</u> Goldenberg (Signature of person author. ed Ratg) AP22.09.06 12:10:42 -04'00'				
(Signature of person authorized Rates) 7022.09.06 12:10:42 -04'00'		(Signature of Contracting Officer)		
Providus odition unusatilo		STAN	TARD FORM 30 (REV. 11/2016)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED
CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED 75A50322Q00019

NAME OF OFFEROR OR CONTRACTOR

EM NŬ	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	(b) By acknowledging receipt of this amendment on				
	each copy of the offer submitted ; or				
	(c) By separate letter or electronic				
	communication which includes a reference to the				
	solicitation and amendment numbers.				
	FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT				
	THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS				
	PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR.				
	If by virtue of this amendment you desire to				
	change an offer already submitted , such change				
	may be made by letter or electronic				
	communication, provided each letter or electronic				
	communication makes reference to the solicitation				
	and this amendment, and is received prior to the				
	opening hour and date specified.				
	The following solicitation has been changed in				
	its entirety:				
	REMOVED IN ITS ENTIRETY	-			
	(b)(3):42 U.S.C. § 247d-6b(d)				
	(b)(3):42 U.S.C. § 247d-6b(d)				
	Delivery: 11/14/2023				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Period of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				
	Delivery: 11/14/2023 Delivery Location Code: ASPR-SNS ASPR-SNS US DEPT OF HEALTH & HUMAN SERVICES ASFR/SNS 2945 FLOWERS ROAD ATLANTA GA 30341 US Feriod of Performance: 12/15/2022 to 12/14/2023 The purpose of this award is to procure multiple Pharmaceutical Drugs for the Strategic National Stockpile (See. B.1 for list of Pharmaceutical Items for this procurement).				

PAGE

2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
					1 35
2. AMENDMENT/MODIFICATION NO. 0004		3 EFFECTIVE DATE	4. RE(	DUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
		09/20/2022			
6 ISSUED BY	CODE	AGPR/SNS	7. AD	MINISTERED BY (If other than flem 6)	CODE ASPR/SNS
ASPP ONS			US.	DEPT OF HEALTH & HUMAN	C SERVICES
ASPR/SNS			ASP	R/SNS	
0345 FLOWERS ROAD			294	5 FLOWERS ROAD	
ATLANTA, GA 30341			ATL	ANTA, GA 20341	
8 NAME AND ADDRESS OF CONTRACTO	R (No , stree	t county. State and ZIP Codei	(x) 9A	AMENDMENT OF SOLICITATION NO.	
			<u> </u>	5A50322000019	
Chartwell RX, LLC					
77 Brenner Drive			× 98	DATED (SEE ITEM 11)	
Congers, NY 10920			0	972072022	
Rockland County			10	A. MODIFICATION OF CONTRACT/ORDER	R NO.
			10	B. DATED (SEE ITEM 13)	
CODE Unique Entity ID: ///////		FACILITY CODE			
Condens Friedy in 1/63/41	0 1980 <u>-</u> 1980 S	11. THIS ITEM ONLY APPLIE	S TO AMENDO	MENTS OF SOLICITATIONS	ti kan romaningan
Items 8 and 15 and returning separate letter or electronic communicatio RECEIVED AT THE PLACE DESIGNATED OFFER. If by virtue of this amendment you each letter or electronic communication manual	mendment ( co in which inc D FOR THE bu desire to akes refere	prior to the hour and date specified pies of the amendment, (b) By ack ludes a reference to the solicitation RECEIPT OF OFFERS PRIOR TO change an offer already submitted nce to the solicitation and this ame	in the solicital nowledging re and amendm THE HOUR such change	receipt of Offers X is e ion or as amended, by one of the following ceipt of this amendment on each copy of the ent numbers. FAILURE OF YOUR ACKNO AND DATE SPECIFIED MAY RESULT IN RU may be made by letter or electronic commu- s received prior to the opening hour and date	a offer submitted , or (c) By WLEDGEMENT TO BE EJECTION OF YOUR inication, provided
12 ACCOUNTING AND APPROPRIATION I	DATA (If req	uired)			
13. THIS ITEM ONLY AP	PLIES TO N	ODIFICATION OF CONTRACTS/O	ROERS. IT M	ODIFIES THE CONTRACT/ORDER NO. AS	OESCRIBED IN ITEM 14.
CHECK CNE A. THIS CHANGE ORDER I ORDER NO IN ITEM 10/	S ISSUED	PURSUANT TO (Specify authority,	) THE CHAN	GES SET FORTH IN ITEM 14 ARE MADE II	N THE CONTRACT
B. THE ABOVE NUMBERED appropriation data. etc.)	CONTRA	CT/ORDER IS MODIFIED TO REF HIN ITEM 14, PURSUANT TO THE	LECT THE AD	MINISTRATIVE CHANGES (such as chang ( OF FAR 43. 103(b).	cs in paying office.
C. THIS SUPPLEMENTAL A	GREEMEN	T IS ENTERED INTO PURSUANT	TO AUTHOR	ITY OF:	
D OTHER (Specify type of )	modification	and authority)		<u></u>	
E. IMPORTANT: Contractor	is not	is required to sign this docum	ent and return	copies to the iss	uing office.
grander en als constants and a second s	100000	20 (Z			1002

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

#### Amendment 4

SNS Pharmaceutical Buy (12 Months)

Amendment 0004 to Solicitation 75A50322000019

The purpose of this amendment is to add numbering to the pages and correct numbering on the table of contents. D.3, pg. 18 has been amended. The following details remain unchanged. The hour and date specified for receipt to offers is hereby changed as follows: From 2:00 PM EST, 9/23/2022 TO: 2:00 PM EST, 9/30/2022.

The anticipated award date is hereby changed from November 15, 2022, to December 15, 2022. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning 1 copy of the amendment;

Continued ....

Except as provided herein, all terms and conditions of the document referenced in flom 9 A or 10A, as heretofore changed, remains unchanged and in full (orce and effect, 15A, NAME AND TITLE OF SIGNER (Type or print)) 16A, NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jack Goldenberg, Managing Me	mber	KIMBERLY L. GOLDEN	
*5B. CONTRACTOR/OFFEROR	15C DATE SIGNED 9/20/22	16B. UNITED STATES OF AMERICA (Signature of Contrasting Officer)	16C. DATE SIGNED
Previous edition unusable		STANE	DARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53 243

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503	
CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)	
INCOMPLETE-RATED	Nonsystems
Name/Address of Contractor:	
Vendor Name: CHARTWELL RX LLC	
Division Name: DLA TROOP SUPPORT	
Street: 77 BRENNER DR	
City: CONGERS	
State: NY Zip: 109201307	
Country: USA	
CAGE Code: (b)(4)	
Unique Entity ID (DUNS): (b)(4) Unique Entity ID (SAM): (b)(4)	
Product/Service Code: 6505 Principal NAICS Code: 325411	
Evaluation Type: Interim	
Contract Percent Complete:	
Period of Performance Being Assessed: 03/19/2021 - 03/18/2022	
Contract Number: SPE2D020D0005 Business Sector & Sub-Sector: Nonsystems - Personnel	Support
Contracting Office: DLA TROOP SUPPORT Contracting Officer: ROSEMARY ADAMS Phone Nu	mber: 2157373947
Location of Work:	
77 Brenner Dr Congers, NY, 10920-1307 , UNITED STATES	
Date Signed: 03/19/2020 Period of Performance Start Date: 03/19/2020	
Est, Ultimate Completion Date/Last Date to Order: 03/18/2030 Estimated/Actual Completion	n Date:
Funding Office ID:	
Base and All Options Value: \$7,074,642 Action Obligation: \$0	
Complexity: Low Termination Type: None	
Extent Competed: Full and Open Competition Type of Contract: Fixed Price with Economic Pr	rice Adjustment
Key Subcontractors and Effort Performed:	
Unique Entity ID (DUNS): Unique Entity ID (SAM):	
Effort:	
Unique Entity ID (DUNS): Unique Entity ID (SAM):	
Effort:	
Unique Entity ID (DUNS): Unique Entity ID (SAM): Effort:	
Project Number:	
Project Title:	
(b)(3):42 U.S.C. § 247d-6b(d)	

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

(b)(4); (b)(3):42 U.S.C. § 247d-6b(d)

#### **Small Business Subcontracting:**

Does this contract include a subcontracting plan? No Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	(b)(4); (b)(3):42 U.S.C. §	247d-6b(d)
Schedule:		
Cost Control:		
Management:		
Small Business Subcontracting:		
Regulatory Compliance:		
Other Areas:		
(1):		
(2):		
(3):		

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%): FOR OFFICIAL USE ONLY

https://cpars.cpars.gov/cpars/app/appviewevaluation\_input.action?id=3089271&requestType=P

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

## Assessing Official Comments:

(b)(4); (b)(3):42 U.S.C. § 247d-6b(d)

#### Name and Title of Assessing Official:

Name: Wendy Liang Title: Organization: DLA Troop Support Phone Number: Email Address: wendy.liang@dla.mil Date: 03/30/2022

#### **Contractor Comments:**

#### Name and Title of Contractor Representative:

Name: Title: Phone Number: Email Address: Date:

#### **Review by Reviewing Official:**

#### FOR OFFICIAL USE ONLY

CPARS

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

#### Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

FOR OFFICIAL USE ONLY

Ť.				
	Departure in Exchange Basedon in Exchange Basedon in Exchange Basedon	Approved Entrol Life of Term of State	Herves 8 evented most Ontol: Derivery Schedule Donzy New 27 Donzy Japa 22 A	والمصافية المعاصية المعاصد أستا معاصية المعادة
(b)(4); (b)(3):42 U.S.C. § 247d-6b(d)				
<u>k</u>				

Project 1	
Contract #	Contract Number and Sales Contract Numbers Vary by requisition
Customer/Agency Name	DMS PHARMACEUTICALS GROUP/HHS PERRY POINT
Contract Title	DMS PHARMACEUTICALS GROUP DAPA+
Contract Type	Indefinite Delivery Indefinite Quantity
Period of Performance	7/28/2020 -ongoing
Value	To Date: \$6,891,326
Product Name	Doxycycline Hyclate 100mg Tablets & Ciprofloxacin HCI 500mg Tablets
Quantity	679,101 units total - see below for specifics
Brief narrative description of the work performed, including a description of how the previous work demonstrates the Offeror's capacity to successfully meet the requirements described in the request for proposal (RFQ) and a discussion of any problems encountered/corrective actions and significant accomplishments	(b)(4); (b)(3):42 U.S.C. § 247d-6b(d)

# July, 2020 - August, 2022 (b)(4); (b)(3):42 U.S.C. § 247d-6b(d)

Project 2			
Contract #	(b)(A): (b)(2)-421	J.S.C. § 247d-6b(d	X
Customer/Agency Name	0)(4), (0)(0).420	1.0.0. 3 2410-00[0	)
Contract Title			
Contract Type			
Period of Performance			
Value			
Product Name			
Quantity			
Brief narrative description of the work performed, including a description of haw the previaus work demonstrates the Offeror's capacity to successfully meet the requirements described in the request for proposal (RFQ) and a discussion of any problems encountered/corrective actions and significant accomplishments			
Purchases to Date	Product Purchased	Bottles	Total Amount of Purchase

(b)(4); (b)(3):42 U.S.C. § 247d-6b(d)



# VOLUME A - COMPLETED 1449 & FILL IN DOCS





## TABLE OF CONTENTS

Cover Letter	3
Introduction to Chartwell RX, LLC	4
Completed and Signed SF 1449     EXTERNAL ATTACHMENTS: Completed and Signed Amendments 2 through 5	5 - 6
Offeror Reps & Certifications	7
Appendix A: HHS Subcontracting Plan Template	8

Pharmaceuticals for the Strategic National Stockpile Solicitation Number: 75A50322Q00019 Volume A – Completed 1449 and Fill In Docs



(b)(4)

Volume A: Completed SF 1449 & Fill In Docs

Pharmaceuticals for the Strategic National Stockpile Solicitation Number: 75A50322Q00019 Volume A – Completed 1449 and Fill In Docs



(b)(4)

Volume A: Completed SF 1449 & Fill In Docs

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal"

Pharmaceuticals for the Strategic National Stockpile Solicitation Number: 75A50322Q00019 Volume A – Completed 1449 and Fill In Docs



(b)(4)

Volume A: Completed SF 1449 & Fill In Docs

ASPR-SNS Pharmaceuticals for the Strategic National Stockpile Solicitation Number: 75A50322Q00019 Volume A – Completed 1449 and Fill In Docs



(b)(4)

Volume A: Completed SF 1449 & Fill In Docs

Pharmaceuticals for the Strategic National Stockpile Solicitation Number: 75A50322Q00019 Volume A – Completed 1449 and Fill In Docs



(b)(4)

Pharmaceuticals for the Strategic National Stockpile Solicitation Number: 75A50322Q00019 Volume A – Completed 1449 and Fill In Docs



(b)(4)

Volume A: Completed SF 1449 & Fill In Docs



## **TECHNICAL PROPOSAL**



### TABLE OF CONTENTS

Cover Letter	3
Introduction to Chartwell RX, LLC	4
1: Manufacturer/Producer	5
a. Offerors shall be the manufacturer/ authorized reseller	5
b. Offerors must provide FDA Approved products.	5
EXTERNAL ATTACHMENT: FDA Approval Letters	
c. Offerors must provide current DEA License Information	5
Subfactor 2: Production Schedule	. 6
a. Detailed Delivery Schedule	6
<ul> <li>EXTERNAL ATTACHEMENT: RFI 75A50322Q0019 - Chartwell RX PR-BUSINESS ATTACHMENT 2- FY22 Bulk Pharma Buy.xls; Tab 1</li> </ul>	
b. Maximum Monthly manufacturing & delivery capabilities	6
c. Quantity & timeframe for delivery of quantity proposed	6-7
Subfactor 3: Shelf Life	8
a. Products shelf-life at time of manufacture & delivery	8
b. Sufficient documentation to support shelf-life claim (APPENDIX 1)	11-12
Subfactor 4: Label Requirement	9
a. Important Notes regarding labeling requirements	9
d. Sample of Bottle Labels (APPENDIX 2)	12-13
c. EXTERNAL ATTACHMENTS:	
<ul> <li>Chartwell RX Doxycycline 50mg &amp; 100mg Caps, Tabs, Suspension Package Insert Rev 062022.pdf</li> </ul>	
Chartwell RX Ciprofloxacin Oral Suspension Package Insert 9.11.pdf	
	10

- - EXTERNAL ATTACHMENT: PRATTACHMENT 2-TECHNICAL-Tab 2, Past Performan
     EXTERNAL ATTACHMENT: Chartwoll CDABS Evolution 2, 19, 2021 2, 10, 2022
  - EXTERNAL ATTACHMENT: Chartwell CPARS Evaluation 3.18.2021 3.19.2022

















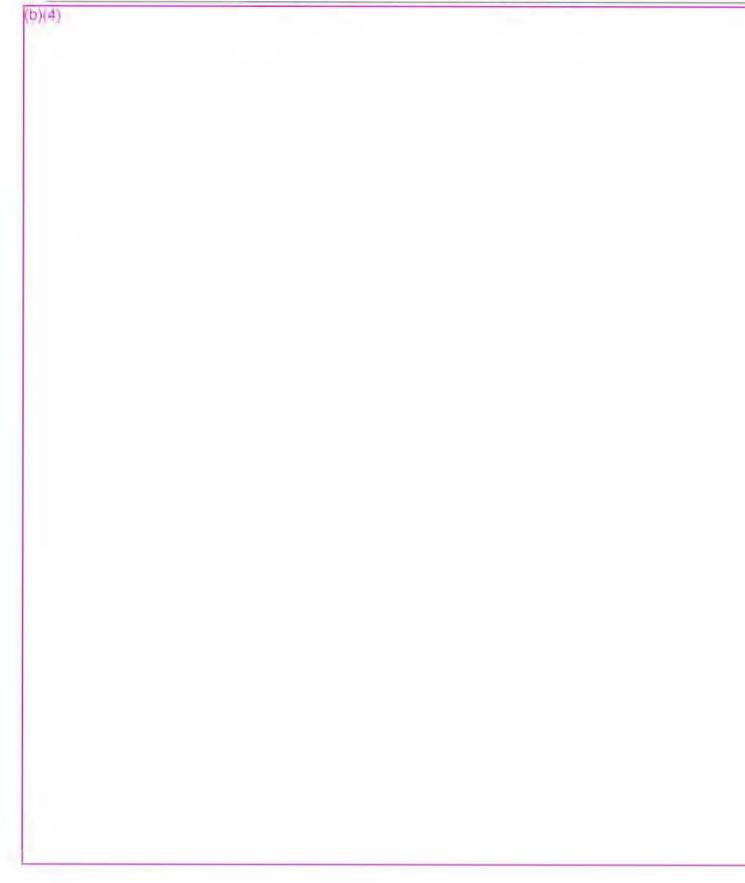








# VOLUME C – PRICE/BUSINESS PROPOSAL





#### TABLE OF CONTENTS

Cover Letter	3
Introduction to Chartwell RX, LLC	ļ
Schedule of Supplies and Services:	
Itemized Breakdown of Pharmaceutical Supplies Period of Performance 12/15/22 – 12/14/2023 5	5
Offeror Representations and Certifications—Commercial Products and Commercial Services (May 2022) 6	5
Small Business Subcontracting Program	,

#### **EXTERNAL ATTACHMENTS**

- Completed & Signed 1449
- Completed and Signed Amendments 2 through 5

Chartwell RX, LLC.

77 Brenner Drive, Congers, NY 10920









6	SOLICITATION/C	ONTRACT/ORDE	R FOR COMME	RCIAL ITEMS	1.	REQUISITION N	UMBER		PAGE OF	5
2 CONTRACT		R TO COMPLETE BLO		8 30 4 ORDEP NUMBER					1	35
02.0222000002020			3 AWARD/ EFFECTIVE DATE	4 OKDEN NOWBER				5 SOLICITATION NUMBE 75A50322Q000	) 19	6 SOLICITATION ISSUE DATE 08/9/2022
	OR SOLICITATION	* NAME KIMBERL	Y GOLDEN			b. TELEPHON	E NUMBER	(No collect calls)		UEDATELOCALTIME 2022 1400 ET
9 ISSUED BY			CODE AS	SPR/SNS	10 THIS ACC	LUISITION IS	2 UN	RESTRICTED OR		% FCP
			L		VETERA	NE SMALL	$\Box$ (wo:	IEN-OWNED SMALL BUSIN SB) ELIGIBLE UNDER THE I BUSINESS PROGRAM	IESS WOMEN-OWNI 1	ED VAICS 325412 IZE STANDARD 1,250
	Y FOR FOB DESTINA- ESS BLOCK IS	12. DISCOUNT TERMS				S CONTRACT I		13b. RATING		
	CHEDULE				1 CODE	AS (15 OF P 700		14. METHOD OF SOLI		REP
15 DELIVER TO	0	CODE	ASPR-SNS		16 ADMINIS	LEBED BA			CODE A	SFR/SNS
ASFR/SN 2945 Fl	OF HEALTH	& HUMAN SERV	/ICES		ASPR/S 2945 B		ROAD	& HUMAN SERV	ICES	
17a CONTRAC OFFERO		GE: (b)(4) que Entity ID	FACILITY CODE		18a PAYMEr	IT WILL BE MAD	DE BY		CODE	
77 Bre Conge Rockla		20 -5000 x513								
175 CHECK	IF REMITTANCE IS DIFF	ERENT AND PUT SUCH AD	DDRESS IN OFFER		185 SUBMIT		ADDRESS S ISEE ADDE	HOWN IN BLOCK 18a UNL NDUM	ESS BLOCK BE	ELOW
19 ITEM NO		SOUEDIN	20 E OF SUPPLIES/SERVI	CF6	1	21	22	23		24
	Period of	09/30/2023 Performance	: 09/30/202	22 to 09/29		QUANTITY		UNIT PRICE		AMOUNT
1	Pharmaceut Stockpile	e of this av ical Drugs : (See. B.1 fo this procure	for the Str or list of	ategic Nat	ional					
	(Use Re	erse and/or Attach A	Additional Sheets a	as Necessary)						
25. ACCOUNT	TING AND APPROPRI	ATION DATA					2	8 TOTAL AWARD AMO	UIIT (For Gav	t Use Only)
27a. SOLIC	CITATION INCORPORA RACT/PURCHASE OF	TES BY REFERENCE	FAR 52.212-1, 52 21	2-4 FAR 52.212-3 A AR 52 212-4 FAR 52	AND 52.212-5 212-5 IS ATT	APE ATTACH	IEC AD	DENDA A	-	ARE NOT ATTACHED
COPIES TO ALL ITEMS SHEETS S	CHSSUING OFFICE ( SISET FORTH OR OTH	TO SIGN THIS DOCU CONTRACTOR AGREE (ERWISE IDENTIFIED) MS AND CONDITIONS	S TO FURNISH AND ABOVE AND ON AN	DELIVER		HEREIN, ISA		YOUR OFFE FIONS OR CHANGES Y DAS TO ITEMS	ER ON SOLIC WHICH ARE \$	UFFER
Jack	Goldenb	Derg Digitally s	signed by Jack Go 2.09.30 11:10:10	04'00'				GNATURE OF CONTRACT.	ING UFFICER)	
Jack Go	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	anaging Mem		DATE SIGNED	2.52.53 million (10.03)	EOFCONTRA RLY L. (		·		31c DATE SIGNED
AUTHORIZED	FOR LOCAL REPROD	UCTION						STANDAR	D FORM 1449	(REV. 2/2012)

PREVIGUS EDITION IS NOT LISABLE

Prescribed by GSA - FAR (40 CFR) 53.212

		SCHEDULE OF SU	0 IPPLIES/SEP	VICES		21 QUANTIT:	22 + 1411T	23 UNIT PI		24 AMOUNT
								-		
1										
QUANTITY IN C	OLUMN 21 HAS	- BEEN								
QUANTITY IN C			FF7FT1 411		CONTRACT F	xCEPT A 31	NOTE			
RECEIVED	INS	PECTED ACC		D-CONFORMS TU THE	1				OR ZED G	
j RECEIVED	INS			DI CONFORMS TU THE	1				IOR ZED GO	DVERNMENT REPRESENTATIVE
j received Signature of		PECTED ALC	ITATIVE	32c DATE	520 PRIN	TEU NAME	Α.ΝΕΙ Τ	TIÎ LE OF AUTH	2036/96/306 - 244	DVERNMENT REPRESENTATIVE
j received Signature of		PECTED ACC	ITATIVE	32c DATE	520 PRIN	TEU NAME	Α.ΝΕΙ Τ	TIÎ LE OF AUTH	2036/96/306 - 244	
j received Signature of		PECTED ALC	ITATIVE	32c DATE	320 PRIN 321 TELEF	TED NAME	AND T	TIÎ LE OF AUTH	ED 60 VER	NMENT REPRESENTATIVE
] RECEIVED SIGNATURE OF		PECTED ALC	ITATIVE	32c DATE	320 PRIN 321 TELEF	TED NAME	AND T	OF AUTHORIZ	ED 60 VER	NMENT REPRESENTATIVE
j received Signature of Mailing Adore		PECTED ALC	ITAT IVE RESENTAT I	32c DATE	320 PRIN 321 TELEF	TED NAME PHONE NUM	AND T	OF AUTHORIZ	ED 60 VER	NMENT REPRESENTATIVE
j RECEIVED SIGNATIJRE OF MAILING ADORE		PECTED ALC	ITAT IVE RESENTAT I	320 EATE	320 PRIN 321 TELEF 229 E-MA	TED NAME PHONE NUM	AND T	OF AUTHORIZ	ED 60 VER	NMENT REPRESENTATIVE
j RECEIVED SIGNATURE OF MAILING ADORE HIP NUMBER	INS	PECTED ALC	ITAT IVE RESENTAT I	326 EATE	320 PRIN 321 TELEF 229 E-MA	TED NAME PHONE NUM IL OF AUTH	AND T	OF AUTHORIZ	ED 60 VER	NMENT REPRESENTATIVE
j RECEIVED SIGNATURE OF MAILING ADORE HIP NUMBER PARTIAL		PECTED ALC	SS A	326 EATE VE MOUNT VERIFIED RECT FOR	320 PRIN 321 TELEI 324 E-MA 30 PAYM	TED NAME PHONE NUM IL OF AUTH	AND T	OF AUTHORIZ	ED GOVER	NMENT REPRESENTATIVE
j RECEIVED SIGNATURE OF MAILING ADORE HIP NUMBER PARTIAL		PECTED ALC	SS A	326 EATE	320 PRIN 321 TELEI 324 E-MA 30 PAYM	TED NAME PHONE NUM IL OF AUTH	AND T	OF AUTHORIZ	ED GOVER	NMENT REPRESENTATIVE
] RECEIVED SIGNATURE OF MAILING ADORE SHIP NUMBER PARTIAL WR ACCOUNT N			TATIVE RESENTATI S5 A COR P 40 P	320 DATE VE MOUNT VERIFIED RECITIFIOR	320 PR IN 321 TELEI 3229 E-MA 36 PAYMI COM	TED NAME PHONE NUM IL OF AUTH ENT IPLETE		TÎ LE OF AUTH OF AUTHORIZ ED GOVERNME PARTIAL [	ED GOVER	NMENT REPRESENTATIVE
] RECEIVED SIGNATURE OF MAILING ADORE SHIP NUMBER PARTIAL WR ACCOUNT NI I CERTIFN THIS		PECTED ALC	TATIVE RESENTATI S5 A COR P 40 P	320 DATE VE MOUNT VERIFIED RECITIFIOR	320 PR IN 321 TELEI 3229 E-MA 36 PAYMI COM	TED NAME PHONE NUM IL OF AUTH		TÎ LE OF AUTH OF AUTHORIZ ED GOVERNME PARTIAL [	ED GOVER	NMENT REPRESENTATIVE
] RECEIVED SIGNATURE OF MAILING ADORE SHIP NUMBER PARTIAL WR ACCOUNT NI I CERTIFN THIS		PECTED AND GOVERNMENT REPRESEN RIZED GOVERNMENT REP 34 JULITHER NUMBER 34 JULITHER NUMBER 34 JULITHER NUMBER 36 S/P VOLKHER NUMBER	TATIVE RESENTATI S5 A COR P 40 P	320 DATE VE MOUNT VERIFIED RECITIFIOR AID BY	320 PRIN 321 TELEF 324 E-MA 36 PAYM 0 COM	TED NAME PHONE NUM IL OF AUTH ENT IPLETE		DE OFAUTHORIZ	ED GOVER	NMENT REPRESENTATIVE
SIGNATURE OF MAILING ADORE SHIP NUMBER PARTIAL SKR ACCOUNT NI		PECTED AND GOVERNMENT REPRESEN RIZED GOVERNMENT REP 34 JULITHER NUMBER 34 JULITHER NUMBER 34 JULITHER NUMBER 36 S/P VOLKHER NUMBER	TATIVE RESENTATI S5 A COR P 40 P	320 DATE VE MOUNT VERIFIED RECITIFIOR AID BY	320 PRIN 321 TELEF 329 E-MA 36 PAYM 0 COM		ANDI T MBER OFIZE	TILE OF AUTHORIZ		NMENT REPRESENTATIVE