SOLICITATION/CONTRACT/OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

<table>
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<tr>
<th>Block 12</th>
<th>Block 17</th>
<th>Block 23</th>
<th>Block 24</th>
<th>Block 30</th>
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<tr>
<td>Offeror to complete blocks 12, 17, 23, 24, &amp; 30</td>
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</table>

NIA 12

1. NAME: Danielle Delaney
2. TELEPHONE NUMBER (No collect qty): 215-737-2998
3. OFFER DUE DATE: |
4. ISSUED BY: Defense Logistics Agency
   DLA Troop Support
   700 Robbins Avenue
   Philadelphia, PA 19111
5. CONTRACT NO.: SPE2D2-15-D-0025
6. ORDER NUMBER: SPE2D2-15-R-0008
7. FOR SOLICITATION INFORMATION CALL: Danielle Delaney 215-737-2998
8. SOLICITATION DATE: 6/23/2015
9. SOLICITATION NUMBER: NIA
10. SOLICITATION ISSUE DATE: |
11. DELIVER TO: DLA Pharmaceutical Prime Vendors
   See Appendix A
12. PAYMENT WILL BE MADE BY: Golden State Medical Supply, Inc.
    5187 Camino Ruiz
    Camarillo, CA 93012
    TELEPHONE NO.: (805)477-9866
13. ISSUE BY: SPE2D2
14. ADMINISTERED BY: SPE2D2
15. DELIVER TO CODE: 1HT23
16. PAYMENT WILL BE MADE BY CODE: SPE2D2
17a. CONTRACTOR OFFER: Golden State Medical Supply, Inc.
    5187 Camino Ruiz
    Camarillo, CA 93012
    TELEPHONE NO.: (805)477-9866
18a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN BLOCK 15b. UNLESS BLOCK BELOW IS CHECKED |
18b. ADDRESS SHOWN IN BLOCK 15a
19. SCHEDULE OF SUPPLIES/SERVICES
   See Attached Schedule of Supplies on Page 2
20. TOTAL AWARD AMOUNT: 20,976,403.45

Authorized for local reproduction. Previous edition is not usable.

Signature of Offeror/Contracting Officer:

Sonia De las Casas
Director, Business Development
Authorized for Local Reproduction

Presented by GSA - FAR 52.212-1

STANDARD FORM 1449 (REV. 3/2012)
CONTINUED FROM PAGE 1 BLOCK 29

The following are hereby incorporated by reference into the contract award:

Reverse Auction dated August 7, 2015
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</tr>
</tbody>
</table>

BT = One Bottle
*Package size is unit of use and is subject to Statement of Work – “Preparation for Delivery” requirement

**The quantities specified in the Schedule are estimates only. Reference FAR 52.216-21 Requirements for additional details.
Continuation of SF 1449…

1. This contract is estimated at $20,976,403.45 (5 years) or $4,195,280.69 (per year) based on the projected demand.

2. Pursuant to FAR 52.215-6, the Place of Manufacture/Performance is as follows:
   - 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 AT THE FOLLOWING LOCATIONS:

   CMIC CMO USA CORP (Contract Manufactured for Actavis)

   (Name of Manufacturing Company)

   3 Cedarbrook Drive Cranbury, New Jersey 08512-3614 USA

   (Street Address) (Post Office Address Not Acceptable)

   Mark E. Blitman, mark.blitman@actavis.com, (813)792-9830

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

### TABLETS, CAPSULES AND PILLS

<table>
<thead>
<tr>
<th>Item</th>
<th>Complete Address of Facility Where Ingredients are Measured, Weighed, Mixed and Compounded</th>
<th>Point of Contact Including Phone Number</th>
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<tr>
<td>0001 – Bupropion XL 150MG 30 Count Bottle</td>
<td>CMIC CMO USA CORP (Contract Manufactured for Actavis) 3 Cedarbrook Drive Cranbury, NJ 08512-3614 USA</td>
<td>Mark Blitman (813) 792-9830</td>
</tr>
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### PACKAGING

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<tr>
<th>Item</th>
<th>Complete Address of Facilities Where Intermediate Containers will be Filled and Labeled</th>
<th>Point of Contact Including Phone Number</th>
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## PACKING

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<th>Item</th>
<th>Complete Address of Facilities Where Products will be Packed and Prepared for Shipment</th>
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## Table of Contents

CONTRACT CLAUSES .................................................................................................................. 7

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAR 2015) ................................................................................................................................. 7

Contract Clauses Included by Reference ..................................................................................... 11

Appendix A: Pharmaceutical Prime Vendors .............................................................................. 12
CONTRACT CLAUSES

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAY 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

[Contracting Officer check as appropriate.]


(5) [Reserved]


(10) [Reserved]

(ii) Alternate I (Nov 2011) of 52.219-3.

X (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).


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

   (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

   (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).


   (iii) Alternate II (Oct 2001) of 52.219-9.

   (iv) Alternate III (Oct 2014) of 52.219-9.

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

   (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

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


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

   (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

   (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).


   (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

   (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


   (34) 52.222-54, Employment Eligibility Verification (Aug 2013) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

   (ii) Alternate I (Jun 2014) of 52.223-13.

   (37) (i) 52.223-14, Acquisition of EPEAT®-Registered Television (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-14.


(39) (i) **52.223-16**, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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


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

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.


(44) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(47) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(50) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).


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

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

(c) Deleted – applicable to service contracts only

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015)
(ix) 52.222-40, Notice of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13637).

(xii) 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.)
(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

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

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

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

**Contract Clauses Included by Reference**

**52.203-3** Gratuites (APR 1984) (10 U.S.C. 2207)


Appendix A: Pharmaceutical Prime Vendors

The following list represents the current DoD PPVs as of the date of this solicitation. The Contractor will be given notice via e-mail within 10 business days when a change occurs to the following list:

Amerisource Bergen Drug Co.
9900 J.E.B. Stuart Parkway
Glen Allen, VA 23060
**POC:** Mr. Larry E. Stepp, V.P. National Accounts
Phone: 804-253-6655
Fax: 804-533-1040
lstepp@amerisourcebergen.com

Cardinal Health
7000 Cardinal Place
Dublin, OH 43017
**POC:** Jessica Thornton
Government Contract Manager
Cardinal Health
Direct: 847.887.2604
Fax: 614.553.6448
jessica.thornton@cardinalhealth.com

Dakota Drug, Inc.
28 N. Main Street, Box 5009
Minot, ND 58702
**POC:** Ms. Cindy Edwards
Phone: 736-432-4333 Ext. 6238
Fax: 763-421-0661
cedwards@dakdrug.com

DMS Pharmaceutical Group Inc.
810 Busse Highway
Park Ridge, IL 60068
**POC:** Ms. Jean Hawkins, V.P. Contracts
Phone: 847-518-1100 x226
Fax: 847-518-1105
jh@dmspharma.com

McKesson Corp.
1220 Senlac Drive
Carrollton, TX 75006
**POC:** Mr. Paul Flach, V.P. National Accounts
Phone: 972-446-4947
Fax: 972-446-4477
paul.flach@mckesson.com