

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011544040		PAGE 1 OF 32			
2. CONTRACT NO. W911SR20C0058		3. AWARD/EFFECTIVE DATE 31-Aug-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY USA CONTRACTING CMD-APG. - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401 TEL: FAX:			CODE W911SR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 339112 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) SIZE STANDARD: 1,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 15		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO JPEO-CBRND ██████████ SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010			CODE W56XNH		16. ADMINISTERED BY SEE ITEM 9				
17a. CONTRACTOR/ CODE OFFEROR 705P8 FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE HQ0490 DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Gov t. Use Only) \$6,900,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . . . BY OUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b) (6)					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b) (6)			30c. DATE SIGNED (b) (6)		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6)			31c. DATE SIGNED	

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

STATEMENT OF WORK

STATEMENT OF WORK
PROCUREMENT OF (b) (4)
(b) (4) FOR COVID-19

1.0 SCOPE: The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish the necessary resources as specified in this Statement of Work (SOW), to manufacture and/or supply (b) (4) for injection.

2.0 BACKGROUND:

On Friday, March 13, 2020, the President declared a national emergency concerning the novel coronavirus disease (COVID-19) under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”).

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 nerve agents, biological pathogens, and chemical agents. When state, local, tribal, and territorial public health and medical systems request federal assistance to support their response efforts, DSNS ensures the right medicines and supplies get to those who need them most during an emergency. When the vaccine becomes available the Government will have an immediate need to begin vaccinating the entire U.S. population. To administer the vaccine the Government will require hypodermic needles and syringes to be available.

There is an insufficient domestic supply of conventional mixing needles and syringes to meet the projected needs for adjuvanted vaccines to vaccinate the nation’s entire population against COVID-19. Should vaccine programs be accelerated, demand could outpace available devices to administer a vaccine.

3.0 OBJECTIVE: The objective of this acquisition is to provide a quantity of (b) (4) (b) (4) to be used for mixing vaccines with adjuvants.

4.0 REQUIREMENTS:

4.1. General:

4.1.1. The Contractor shall “host” a *Kick-Off Meeting* within five (5) calendar days after contract award via teleconference. The Contractor shall provide *Meeting Minutes* containing a detailed overview of the meeting discussions in accordance with (IAW) Contract Data Requirements List (CDRL) A001.

4.1.1.1. The Contractor shall provide a *Certificate of Analysis* with each shipment per the DD Form 1423, Contract Data Requirements List (CDRL) A002, confirming the supplies described below meet the Performance Specifications in paragraph 4.2 below.

4.1.2. The Contractor shall provide copies of *510(k) Clearance Letters* for ALL applicable supplies (dispensing syringes or needles) to demonstrate compliance with Section 510(k) of the *Food, Drug and Cosmetic Act* as part of their proposal. The Contractor shall provide, as applicable, *510(k) Revised Clearance Letters* in the event that any information from the initial 510(k) Clearance Letter is either changed updated.

4.1.2.1.1. The Contractor shall ensure all supplies have a “*Shelf-Life*” with expiration dates of no less than five (5) years from the date of sterilization, **and** must have at least four (4) years of remaining expiry from the time of shipment.

4.1.2.1.2. The Contractor shall only use *Current Good Manufacturing Practice (cGMP)* processes to manufacture the needles and syringes.

Delivery Dates. Delivery Schedule can be found in the table below:

5ml, 21G x 1.5"	
Delivery Date	Quantity
(b) (4)	
Total	(b) (4)

4.1.2.1.3. The contractor shall provide copies of FDA registration & listing details, copies of current quality compliance processes in place such as FDA Quality System Regulations (21 CFR 820) or ISO 13485 or ISO 9001.

4.1.2.1.4. The contractor shall provide regulatory details of any sub-contract manufacturers, contract sterilizers, re-packagers, and/or re-labelers as applicable.

4.2. Technical Requirements:

4.2.1. The Contractor shall provide sterile, individually wrapped, hypodermic needles (with Luer hub connection) and syringes (with Luer lock connection) units approved by the Food and Drug Administration (FDA).”

4.2.2. The Contractor may provide individual syringes and individual needles as long as there is a one-to-one (1:1) ratio. In order to meet the specified quantities upon contract award and

comply with the specifications in this SOW, the following may be provided: (1) individually wrapped sterile syringes with individually wrapped sterile needles in a one-to-one (1:1) ratio, (2) sterile needle/syringe combination unit, or (3) a mixture of sterile combination units and individually wrapped sterile syringes with equal number of individually wrapped sterile needles.

4.2.2.1 Requirement 1: The government requests a total quantity of (b) (4) (b) (4) The government will only accept (b) (4)

4.2.3. The Contractor shall only provide acceptable product sizes as described below:

Individual Syringe:

Syringe
(b) (4)

Individual Needle:

Needle Gauge	Needle Length
(b) (4)	"

Combination Unit:

Syringe	Needle Gauge	Needle Length
(b) (4)	"	"

4.2.4. **Dispensing Syringe Description:** A dispensing syringe allows for the controlled and precise flow of liquid. The dispensing syringe is used to inject medications or other liquids into body tissues. Manual syringes consist of a barrel, stopper, and plunger.

- 4.2.4.1. The Contractor shall ensure dispensing syringes comply with Title 21 Code of Federal Regulations (CFR) 880.5860 and follow International Standards Organization (ISO) 7886-1:2017 or ISO 7886-1:1993 and the following material specifications:
 - 4.2.4.1.1. A device intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle;
 - 4.2.4.1.2. Heavy duty barrel - The barrel has a scale showing the capacity of the syringe with markings in either ml or cc..
 - 4.2.4.1.3. Stopper - The stopper maintains the fluid in the barrel between the syringe nozzle and the plunger;
 - 4.2.4.1.4. Plunger - The plunger is used to aspirate and inject fluids into and out of the syringe;
 - 4.2.4.1.5. Disposable;
 - 4.2.4.1.6. **Luer lock** to accept luer hub applicator (e.g. needle);
 - 4.2.4.1.7. Sizes as specified in Section 4.2.2 above; and

4.2.4.1.8. Sterile individually wrapped packaging.

4.2.5. **Hypodermic Needle Description:** A Hypodermic needle is a slender, hollow instrument for introducing material into the body parenterally.

4.2.5.1. The Contractor shall ensure hypodermic needles produced in compliance with applicable 21 CFR 880.5570 requirements *and* follow applicable International Standards Organization (ISO) for non-clinical testing such as physical, mechanical & chemical (e.g. 7886 or 7864 or 9626 etc.), or sterile barrier packaging testing (e.g. ASTM standards) or biocompatibility testing as per ISO 1099, as applicable, and the following specifications:

4.2.5.1.1. Disposable;

4.2.5.1.2. **Luer hub** to attach to luer lock syringe;

4.2.5.1.3. See Tables in Sections 4.2.2 above for acceptable needle length and gauges;

4.2.5.1.4. Sterile individually wrapped packaging.

4.3. **Delivery Location and Shipping Requirements:** All (b) (4) shall be provided via air freight. Delivery shall be made to two locations – one in Houston, TX and one in Louisville, KY. Addresses shall be established after contract award.

4.3.1. The Contractor shall provide **Packing Slips** with all shipments per CDRL A003. The Packing Slips shall include the following: (1) Contract number, (2) Storage Instructions for the product, (3) Item description, (4) Part number, (5) Lot numbers; and (6) Quantities. The Packing Slips shall include **BOTH**: (1) a **Packing Slip Paper Copy** with the shipment; and (2) a **Packing Slip Paper Emailed Copy** to the Designated Government Representative.

4.3.2. No Partial Case or Package quantities will be accepted unless approved by the Contracting Officer prior to shipping.

4.3.3. The Contractor shall **NOT** Mix Lot #'s per Case or per Packages. The Contractor shall only provide full case quantities **only**, *unless* approved by the Contracting Officer prior to shipping.

4.3.4. The Contractor shall ensure all pallets have the identical TyHi stack pattern, except for the final pallet; which is anticipated to be a partial pallet or individual boxes.

4.3.5. All supplies shall be delivered on a standard 48" by 40" pallet, not to exceed 60" in height, stretch wrapped, clear-wrapped is preferred, and secured to the pallet for safe transport.

4.3.6. Contractor shall contact the Designated Government Representative to schedule delivery appointments. The Government will provide the Designated Government Representative(s)' information at the Kick-Off Meeting.

4.3.7. The Contractor shall provide a Detailed Delivery Schedule within two weeks of award and update weekly thereafter.

4.3.8. The Contractor shall provide packaging and labeling information, drawings, renderings to

the COR for approval.

OWS CONTRACT LANGUAGE

Disclosure of Information

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions.

Publications and Publicity

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government.

(a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.

(b) Unless authorized in writing by the CO, the contractor shall not display Government logos including Operating Division or Staff Division logos on any publications.

(c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies Government approval or endorsement of the product(s) or service(s) provided.

(d) The contractor shall include this language, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Government whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part by the U.S. Government under Contract No. W911SR-20-C-0058. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

Confidentiality of Information

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

All above requirements MUST be passed to all Sub-contractors.

Organizational Conflicts of Interest

Performance under this contract may create an actual or potential organizational conflict of interest such as are contemplated by FAR Part 9.505-General Rules. The Contractor shall not engage in any other contractual or other activities which could create an organizational conflict of interest (OCI). This provision shall apply to the prime Contractor and all sub-Contractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. The Government may pursue such remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR Parts 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the Contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to any non-public data or third party proprietary information.

The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI. Furthermore, the Contractor shall promptly submit a plan to the Contracting Officer to either avoid or mitigate any such OCI. The Contracting Officer will have sole discretion in accepting the Contractor's mitigation plan. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, other remedies may be taken to prohibit the Contractor from participating in contract requirements related to OCI.

Whenever performance of this contract provides access to another Contractor's proprietary information, the Contractor shall enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the CO within fifteen (15) calendar days of execution.

Contractor Locations

The contractor shall submit detailed data regarding locations where work will be performed under this contract, including addresses, points of contact, and work performed per location, to include sub-contractors.

Contractor will submit Work Locations Report:

- Within 5 business days of contract award
- Within 30 business days after a substantive location or capabilities change
- Within 2 business days of a substantive change if the work performed supports medical countermeasure development that addresses a threat that has been declared a Public Health Emergency by the HHS Secretary or a Public Health Emergency of International Concern (PHEIC) by the WHO

ADDITIONAL DELIVERY INFORMATION

Additional Delivery Information

The Contractor shall deliver all needles and syringes via aircraft with regular deliveries in accordance with the shipping table in the Statement of Work in order to meet the total quantities and delivery deadlines for each CLIN. The aircraft shall be full prior to delivery. Due to potential mission changes, the Government reserves the right to update the delivery locations per agreement between the Contractor and the Contracting Officer via email (due to the urgent nature of this requirement).

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016

52.211-5	Material Requirements	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.232-1	Payments	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	AUG 2020
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7021	Trade Agreements--Basic	SEP 2019
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2020)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

___(10) [Reserved]

___(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

X (ii) Alternate I (MAR 2020) of 52.219-4.

____ (13) [Reserved]

X (14)(i) 52.219-6 (Dev 2020-O0008), Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7 (Dev 2020-O0008), Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

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

X (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

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

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

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (JUN 2020) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (Dev 2020-O0008) (15 U.S.C. 637(a)(14)).

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

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

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

X (26) 52.219-33, Nonmanufacturer Rule (Dev 2020-O0008) (15 U.S.C. 637(a)(17)).

- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____(ii) Alternate I (FEB 1999) of 52.222-26.
- ____(31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- X (ii) Alternate I (JUL 2014) of 52.222-35.
- ____(32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- X (ii) Alternate I (JUL 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____(37)(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.)
- ____(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____(40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____(ii) Alternate I (OCT 2015) of 52.223-13.
- ____(41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____(ii) Alternate I (JUN 2014) of 52.223-14.
- ____(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____(ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, 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 (JUN 2016) (E.O. 13693).

____(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____(ii) Alternate I (JAN 2017) of 52.224-3.

____(48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

____(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____(ii) Alternate I (MAY 2014) of 52.225-3.

____(iii) Alternate II (MAY 2014) of 52.225-3.

____(iv) Alternate III (MAY 2014) of 52.225-3.

____(50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 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).

____(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

____(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____(55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

____(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____(57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____(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. 552a).

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

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

____ (iii) Alternate II (FEB 2006) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

____ (5) 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).

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

____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

(xi) 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.

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

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

_____(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 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.)

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

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

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

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

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SR
Admin DoDAAC**	W911SR
Inspect By DoDAAC	W56XNH
Ship To Code	TBD at post award meeting
Ship From Code	705P8
Mark For Code	N/A
Service Approver (DoDAAC)	W56XNH
Service Acceptor (DoDAAC)	W56XNH

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[REDACTED] (b) (6) [REDACTED]
[REDACTED]

[REDACTED] (b) (6) [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (4) FFP FOB: Destination MFR PART NR: (b) (4) PSC CD: 6515	(b) (4)	Each	(b) (4)	(b) (4)
					<hr/>
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	(b) (4) FFP Funding for CLIN 0001 PURCHASE REQUEST NUMBER: 0011544040				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AA CIN: GFEB001154404000001					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	(b) (4) FFP FOB: Destination MFR PART NR: (b) (4) PSC CD: 6515	(b) (4)	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding for CLIN 0002 FFP (b) (4) PURCHASE REQUEST NUMBER: 0011544040				\$0.00

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEB001154404000002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	(b) (4) FFP FOB: Destination MFR PART NR: (b) (4) PSC CD: 6515	(b) (4)	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funding for CLIN 0003 FFP CLIN 0003 (b) (4) PURCHASE REQUEST NUMBER: 0011544040				\$0.00

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEB001154404000003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	(b) (4) FFP FOB: Destination MFR PART NR: (b) (4) PSC CD: 6515	(b) (4)	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000401
Funding for CLIN 0004
FFP
CLIN 0004 (b) (4)
PURCHASE REQUEST NUMBER: 0011544040

NET AMT	\$0.00
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ACRN AA
CIN: GFEB001154404000004

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005
(b) (4)
FFP
FOB: Destination
MFR PART NR: (b) (4)
PSC CD: 6515

NET AMT	(b) (4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

000501
Funding for CLIN 0005
FFP
CLIN 0005 (b) (4)
PURCHASE REQUEST NUMBER: 0011544040

NET AMT	\$0.00
---------	--------

ACRN AA
CIN: GFEB001154404000005

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	(b) (4) FFP FOB: Destination MFR PART NR: (b) (4) PSC CD: 6515	(b) (4)	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Funding for CLIN 0006 FFP CLIN 0006 (b) (4) PURCHASE REQUEST NUMBER: 0011544040				\$0.00

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEB001154404000006

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CDRLs FFP Contract Data Requirements List (CDRL). Not separately priced. FOB: Destination MFR PART NR: (b) (4) PSC CD: 6515	(b) (4)	Each		NSP

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	N/A
0007	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	(b) (4)		JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	W56XNH
000101	N/A	N/A	N/A	N/A
0002	(b) (4)		JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	W56XNH
000201	N/A	N/A	N/A	N/A
0003	(b) (4)		JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	W56XNH
000301	N/A	N/A	N/A	N/A
0004	(b) (4)		JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	W56XNH
000401	N/A	N/A	N/A	N/A
0005	(b) (4)		JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	W56XNH
000501	N/A	N/A	N/A	N/A
0006	(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	W56XNH
000601	N/A	N/A	N/A	N/A

0007 (b) (4)

(b) (4)

JPEO-CBRND
(b) (6)
SEE DELIVERY SCHEDULE FOR
LOCATIONS
APG MD 21010
FOB: Destination

W56XNH

ACCOUNTING AND APPROPRIATION DATA

AA: 0212020202120400000664643255 S.0074658.5.2 6100.9000021001
COST CODE: A5XAH
AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEB001154404000001	(b) (4)
	000201	GFEB001154404000002	
	000301	GFEB001154404000003	
	000401	GFEB001154404000004	
	000501	GFEB001154404000005	
	000601	GFEB001154404000006	

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A (b) (4)	CDRL [REDACTED]	4 [REDACTED]	17-AUG-2020 [REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES	
			1	13	
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 28-Sep-2020	4 REQUISITION/PURCHASE REQ NO 0011544040		5 PROJECT NO (If applicable)	
6 ISSUED BY CODE USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401		7 ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GOLDBELT SECURITY LLC PHILIP CLAYTON 603 PILOT HOUSE DR STE 400 NEWPORT NEWS VA 23606-1904			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0058	
			X	10B. DATED (SEE ITEM 13) 31-Aug-2020	
CODE 705P8	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) See SF 30 - Block 14 Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)					
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED (b) (6)		16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)	
				16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

EXECUTIVE SUMMARY

The purpose of this modification is to:

- a) Change the delivery location from: (b) (4)
[REDACTED]
- b) Update CDRL A005 from DID MIL-E-75 (Tailored) to DI-SESS-81309A (Tailored), and add Administrative COR (b) (6) to CDRLs distribution list in box 16 for CDRLs A001 through A006. Add CDRL A006 (Weekly Delivery Schedule Updates). See Exhibit A.
- c) Update manufacturer to (b) (4) and sku numbers to CLINs 0001 to 0006 to (b) (4)
- d) Update the Statement of Work as follows: (changes are in red font)
 - a. Remove the term "(b) (4)" because the Government was proposed, and purchased, (b) (4).
 - b. Update paragraph 4.1.2.1.3 to extend delivery dates for CLINs 0001, and 0002 to (b) (4).
 - c. Update paragraph 4.3 to update delivery location.
 - d. Update paragraph 4.3.7 to include "in accordance with CDRL A004".
 - e. Update paragraph 4.3.8 to include "in accordance with CDRL A005".
 - f. Add paragraph 4.3.9 which reads as follows: "The Contractor shall provide Weekly Delivery Schedule Updates in accordance with CDRL A006. The contractor shall utilize the "Needles-Syringe Delivery Schedule Tracking Sheet" template provided by the Government". See Attachment 1.

All other terms and conditions remain the same.

The following have been modified:

STATEMENT OF WORK

STATEMENT OF WORK
PROCUREMENT OF (b) (4)
(b) (4) FOR COVID-19

1.0 SCOPE: The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish the necessary resources as specified in this Statement of Work (SOW), to manufacture and/or supply (b) (4) for injection.

2.0 BACKGROUND:

On Friday, March 13, 2020, the President declared a national emergency concerning the novel coronavirus disease (COVID-19) under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”).

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 nerve agents, biological pathogens, and chemical agents. When state, local, tribal, and territorial public health and medical systems request federal assistance to support their response efforts, DSNS ensures the right medicines and supplies get to those who need them most during an emergency. When the vaccine becomes available the Government will have an immediate need to begin vaccinating the entire U.S. population. To administer the vaccine the Government will require hypodermic needles and syringes to be available.

There is an insufficient domestic supply of safety mixing needles and syringes to meet the projected needs for adjuvanted vaccines to vaccinate the nation’s entire population against COVID-19. Should vaccine programs be accelerated, demand could outpace available devices to administer a vaccine.

3.0 OBJECTIVE: The objective of this acquisition is to provide a quantity of (b) (4) (b) (4) to be used for mixing vaccines with adjuvants.

4.0 REQUIREMENTS:

4.1. General:

4.1.1. The Contractor shall “host” a ***Kick-Off Meeting*** within five (5) calendar days after contract award via teleconference. The Contractor shall provide ***Meeting Minutes*** containing a detailed overview of the meeting discussions in accordance with (IAW) Contract Data Requirements List (CDRL) A001.

4.1.1.1. The Contractor shall provide a ***Certificate of Analysis*** with each shipment per the DD Form 1423, Contract Data Requirements List (CDRL) A002, confirming the supplies described below meet the Performance Specifications in paragraph 4.2 below.

4.1.2. The Contractor shall provide copies of ***510(k) Clearance Letters*** for ALL applicable supplies (dispensing syringes or needles) to demonstrate compliance with Section 510(k) of the *Food, Drug and Cosmetic Act* as part of their proposal. The Contractor shall provide, as applicable, ***510(k) Revised Clearance Letters*** in the event that any information from the initial 510(k) Clearance Letter is either changed updated.

4.1.2.1.1. The Contractor shall ensure all supplies have a “***Shelf-Life***” with expiration dates of no less than five (5) years from the date of sterilization, **and** must have at least four (4) years of remaining expiry from the time of shipment.

4.1.2.1.2. The Contractor shall only use *Current Good Manufacturing Practice (cGMP)* processes to manufacture the needles and syringes.

Delivery Dates. Delivery Schedule can be found in the table below:

5ml, 21G x 1.5"	
Delivery Date	Quantity
(b) (4)	

4.1.2.1.3. The contractor shall provide copies of FDA registration & listing details, copies of current quality compliance processes in place such as FDA Quality System Regulations (21 CFR 820) or ISO 13485 or ISO 9001.

4.1.2.1.4. The contractor shall provide regulatory details of any sub-contract manufacturers, contract sterilizers, re-packagers, and/or re-labelers as applicable.

4.2. **Technical Requirements:**

4.2.1. The Contractor shall provide sterile, individually wrapped, (b) (4) (with Luer hub connection) and syringes (with Luer lock connection) units approved by the Food and Drug Administration (FDA)."

4.2.2. The Contractor may provide individual syringes and individual needles as long as there is a one-to-one (1:1) ratio. In order to meet the specified quantities upon contract award and comply with the specifications in this SOW, the following may be provided: (1) individually wrapped sterile syringes with individually wrapped sterile needles in a one-to-one (1:1) ratio, (2) sterile needle/syringe combination unit, or (3) a mixture of sterile combination units and individually wrapped sterile syringes with equal number of individually wrapped sterile needles.

4.2.2.1 Requirement 1: The government requests a total quantity (b) (4) syringe combinations. The government will only accept (b) (4).

4.2.3. The Contractor shall only provide acceptable product sizes as described below:

Individual Syringe:

Syringe
(b) (4)

Individual Needle:

<u>Needle Gauge</u>	<u>Needle Length</u>
(b) (4)	(b) (4)

Combination Unit:

<u>Syringe</u>	<u>Needle Gauge</u>	<u>Needle Length</u>
(b) (4)	█	█"

4.2.4. Dispensing Syringe Description: A dispensing syringe allows for the controlled and precise flow of liquid. The dispensing syringe is used to inject medications or other liquids into body tissues. Manual syringes consist of a barrel, stopper, and plunger.

- 4.2.4.1. The Contractor shall ensure dispensing syringes comply with Title 21 Code of Federal Regulations (CFR) 880.5860 and follow International Standards Organization (ISO) 7886-1:2017 or ISO 7886-1:1993 and the following material specifications:
- 4.2.4.1.1. A device intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle;
- 4.2.4.1.2. Heavy duty barrel - The barrel has a scale showing the capacity of the syringe with markings in either ml or cc.
- 4.2.4.1.3. Stopper - The stopper maintains the fluid in the barrel between the syringe nozzle and the plunger;
- 4.2.4.1.4. Plunger - The plunger is used to aspirate and inject fluids into and out of the syringe;
- 4.2.4.1.5. Disposable;
- 4.2.4.1.6. **Luer lock** to accept luer hub applicator (e.g. needle);
- 4.2.4.1.7. Sizes as specified in Section 4.2.2 above; and
- 4.2.4.1.8. Sterile individually wrapped packaging.

4.2.5. Hypodermic Needle Description: A Hypodermic needle is a slender, hollow instrument for introducing material into the body parenterally.

- 4.2.5.1. The Contractor shall ensure hypodermic needles produced in compliance with applicable 21 CFR 880.5570 requirements *and* follow applicable International Standards Organization (ISO) for non-clinical testing such as physical, mechanical & chemical (e.g. 7886 or 7864 or 9626 etc.), or sterile barrier packaging testing (e.g. ASTM standards) or biocompatibility testing as per ISO 1099, as applicable, and the following specifications:
- 4.2.5.1.1. Disposable;
- 4.2.5.1.2. **Luer hub** to attach to luer lock syringe;
- 4.2.5.1.3. See Tables in Sections 4.2.2 above for acceptable needle length and gauges;
- 4.2.5.1.4. Sterile individually wrapped packaging.

4.3. Delivery Location and Shipping Requirements: (b) (4)

4.3.1. The Contractor shall provide **Packing Slips** with all shipments per CDRL A003. The Packing Slips shall include the following: (1) Contract number, (2) Storage Instructions for the product, (3) Item description, (4) Part number, (5) Lot numbers; and (6) Quantities. The Packing Slips shall include **BOTH**: (1) a **Packing Slip Paper Copy** with the shipment; and (2) a **Packing Slip Paper Emailed Copy** to the Designated Government Representative.

4.3.2. No Partial Case or Package quantities will be accepted unless approved by the Contracting Officer prior to shipping.

4.3.3. The Contractor shall **NOT** Mix Lot #'s per Case or per Packages. The Contractor shall only provide full case quantities **only, unless** approved by the Contracting Officer prior to shipping.

4.3.4. The Contractor shall ensure all pallets have the identical TyHi stack pattern, except for the final pallet; which would be a partial pallet or individual boxes.

4.3.5. All supplies shall be delivered on a standard 48" by 40" pallet, not to exceed 60" in height, stretch wrapped, clear-wrapped is preferred, and secured to the pallet for safe transport.

4.3.6. Contractor shall contact the Designated Government Representative to schedule delivery appointments. The Government will provide the Designated Government Representative(s)' information at the Kick-Off Meeting.

4.3.7. The Contractor shall provide a Detailed Delivery Schedule within two weeks of award and update weekly thereafter **in accordance with CDRL A004**.

4.3.8. The Contractor shall provide packaging and labeling information, drawings, renderings to the COR for approval **in accordance with CDRL A005**.

4.3.9. **The Contractor shall provide Weekly Delivery Schedule Updates in accordance with CDRL A006. The contractor shall utilize the "Needles-Syringe Delivery Schedule Tracking Sheet" template provided by the Government.**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required has changed from required to not required.

The number of award copies required 1 has been deleted.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN description has changed from (b) (4) (b) (4).

The CLIN extended description has changed from:

To:

The manufacturer part number (b) (4)
The vendor part number (b) (4) has been added.

SUBCLIN 000101

The CLIN description has changed from (b) (4) (b) (4) to Funding for CLIN 0001.

The CLIN extended description has changed from:

Funding for CLIN 0001

To:

CLIN 0002

The CLIN description has changed from (b) (4) (b) (4).

The manufacturer part number (b) (4) has been deleted.
The vendor part number (b) (4) has been added.

SUBCLIN 000201

The CLIN extended description has changed from:

(b) (4)

To:

CLIN 0003

The CLIN description has changed from (b) (4) to (b) (4) x (b) (4).

The manufacturer part number (b) (4) has been deleted.
The vendor part number (b) (4) has been added.

SUBCLIN 000301

The CLIN extended description has changed from:

CLIN 0003 (b) (4)

To:

CLIN 0004

The CLIN description has changed from (b) (4) (b) (4)

The manufacturer part number (b) (4) has been deleted.
The vendor part number (b) (4) has been added.

SUBCLIN 000401

The CLIN extended description has changed from:

CLIN 0004 (b) (4) "

To:

CLIN 0005

The CLIN description has changed from (b) (4) (b) (4), x (b) (4).

The manufacturer part number (b) (4) has been deleted.
The vendor part number (b) (4) has been added.

SUBCLIN 000501

The CLIN extended description has changed from:

CLIN 0005 (b) (4)

To:

CLIN 0006

The CLIN description has changed from (b) (4) (b) (4)
(b) (4).

The manufacturer part number (b) (4) has been deleted.

The vendor part number (b) (4) has been added.

SUBCLIN 000601

The CLIN extended description has changed from:

CLIN 0006 (b) (4) "

To:

CLIN 0007

The manufacturer part number (b) (4) has been deleted.

The vendor part number CDRL has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
---------------	----------	-----------------	---------------

(b) (4)

(b) (4)

(b) (6), (b) (4)

(b) (2)

[Redacted]

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	(b) (2)

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6), (b) (4) [Redacted] [Redacted] [Redacted] [Redacted]	(b) (2)

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6), (b) (4) [Redacted]	(b) (2)

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6), (b) (4) [Redacted]	(b) (2)

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6), (b) (4) [Redacted] [Redacted] [Redacted] [Redacted]	(b) (2)

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	JPEO-CBRND (b) (6) SEE DELIVERY SCHEDULE FOR LOCATIONS APG MD 21010 FOB: Destination	(b) (2)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	(b) (2)

TABLE OF CONTENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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Exhibit A	CDRL	4	17-AUG-2020
(b) (4)			

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A_	CDRLs	4	17-AUG-2020
Attachment 1	JPEO-ACC Needles Syringe Delivery Schedule Template	1	09-SEP-2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE 16-Oct-2020	4 REQUISITION/PURCHASE REQ NO 0011544040	5 PROJECT NO (If applicable) 1 4	
6 ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE W911SR	7 ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GOLDBELT SECURITY LLC PHILIP CLAYTON 603 PILOT HOUSE DR STE 400 NEWPORT NEWS VA 23606-1904			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0058	
			X 10B. DATED (SEE ITEM 13) 31-Aug-2020	
CODE 705P8	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) SEE SF 30 - Block 14 Continuation Page.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)	
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED (b) (6)	16B. UNITED STATES OF AMERICA B (b) (6) (Signature of Contracting Officer)	
			16C. DATE SIGNED 16-Oct-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00002

Modification Narrative – P00002

The purpose of this modification is:

1) CLINS 0001 to 0006: Add (b) (4) syringe vendor SKU number (b) (4) .

2) CLINS 0001 to 0006: Update vendor (b) (4) SKU number from (b) (4)

All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from:

To:

(b) (4)

The vendor part number has changed from (b) (4)

CLIN 0002

The CLIN extended description has changed from:

To:

(b) (4)

The vendor part number has changed from (b) (4)

CLIN 0003

The CLIN extended description has changed from:

To:

(b) (4)

The vendor part number has changed from (b) (4)

CLIN 0004

The CLIN extended description has changed from:

To:

(b) (4)

The vendor part number has changed from (b) (4)

CLIN 0005

The CLIN extended description has changed from:

To:

(b) (4)

The vendor part number has changed from (b) (4)

CLIN 0006

The CLIN extended description has changed from:

To:

(b) (4)

The vendor part number has changed from (b) (4)

(End of Summary of Changes)

W911SR20C0058

P00002

Page 4 of 4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES	
			1	4	
2 AMENDMENT/MODIFICATION NO P00003	3 EFFECTIVE DATE 28-Oct-2020	4 REQUISITION/PURCHASE REQ NO 0011544040	5 PROJECT NO (If applicable)		
6 ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE W911SR	7 ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GOLDBELT SECURITY LLC RYAN CROLEY 603 PILOT HOUSE DR STE 400 NEWPORT NEWS VA 23606-1904			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0058	
			X	10B. DATED (SEE ITEM 13) 31-Aug-2020	
CODE 705P8	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.543-1				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) See SF 30 - Block 14 Continuation Page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)		
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED (b) (6)	16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 28-Oct-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00003

Modification Narrative – P00003

The purpose of this modification is as follows:

- 1) Update the Wide Area Work Flow (WAWF) clause 252.232-7006 as follows: Change the Ship to Code from “TBD at post award meeting” to “W56XNH”.
- 2) Change the point of contact (POC) for Goldbelt Security, LLC from (b) (6)

All other terms and conditions remain unchanged.

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SR
Admin DoDAAC**	W911SR
Inspect By DoDAAC	W56XNH
Ship To Code	W56XNH
Ship From Code	705P8

Mark For Code	N/A
Service Approver (DoDAAC)	W56XNH
Service Acceptor (DoDAAC)	W56XNH

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)





(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

(End of Summary of Changes)

W911SR-20-R-5ML

(b) (6), (b) (4)

W911SR-20-R-5ML

(b) (4)

W911SR-20-R-5ML

(b) (4)

W911SR-20-R-5ML

(b) (4)

W911SR-20-R-5ML

(b) (4)

W911SR-20-R-5ML

(b) (4)



FDA

U.S. FOOD & DRUG
ADMINISTRATION

(b) (4)

(b) (4)

(b) (4)

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W911SR-20-R-5ML

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Attachment A

W911SR-20-R-5ML

CONCLUSION

(b) (4)

(b) (4)

(b) (4)



(b) (4)

(b) (4)

(b) (4)

(b) (4)



(b) (4)



(b) (4)



CONTRACTDATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0007	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>General Admin Data</u>
------------------------------------------	------------------------	---------------------------------------------------------------------------

D. SYSTEM/ITEM (b) (4)	E. CONTRACT/PR NO. W911SR-20-C-0058	F. CONTRACTOR
----------------------------------	-----------------------------------------------	----------------------

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Report, Record of Meeting/Minutes	3. SUBTITLE Kick-Off Meeting Minutes
---------------------------------	-------------------------------------------------------------------	------------------------------------------------

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505	5. CONTRACT REFERENCE SOW Para 4.1.1	6. REQUIRING OFFICE JPM CBRN Medical
----------------------------------------------------------------------	------------------------------------------------	------------------------------------------------

7. DD 250 REQ NA	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION Refer to Block 16	14. DISTRIBUTION		
8. APP CODE NO	C	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION Refer to Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final

16. REMARKS 4. The Data Item Description (DID) may be obtained from http://quicksearch.dla.mil/ . 9. Distribution Statement C: Distribution authorized to U.S. Government agencies and their Contractors (Administrative or Operational Use). Determination made 20 May 2020. Distribution guidance is included in DOD Instruction 5230.24. 12. & 13. Submit within 5 calendar days after conduct of meeting. 14. Submit as electronic file in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative (COR) (b) (6)	JPM CBRN Medical	0	1	0	
	ASPR BARDA	0	1	0	
	ASPR SRC	0	1	0	
	CCAP-SCE*	0	2	0	
15. TOTAL		0	5	0	

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Certificate of Compliance	3. SUBTITLE Certificate of Analysis and 510(k) Letters
---------------------------------	-----------------------------------------------------------	------------------------------------------------------------------

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81356A (Tailored)	5. CONTRACT REFERENCE SOW Para's 4.1.1.1, 4.1.2	6. REQUIRING OFFICE JPM CBRN Medical
----------------------------------------------------------------------------------	-----------------------------------------------------------	------------------------------------------------

7. DD 250 REQ NA	9. DIST STATEMENT REQUIRED	10. FR QUENCY ASREQ	12. DATE OF FIRST SUBMISSION Refer to Block 16	14. DISTRIBUTION		
8. APP CODE NO	C	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION Refer to Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final

16. REMARKS 4. The Data Item Description (DID) may be obtained from http://quicksearch.dla.mil/ . Only paragraphs 10.2.2.a, b, d, e, and f apply, and a Senior Official's signature for verification. The contractor shall include 510(k) letters as appendices to the Certificates of Analysis. 9. Distribution Statement C: Distribution authorized to U.S. Government agencies and their Contractors (Administrative or Operational Use). Determination made 20 May 2020. Distribution guidance is included in DOD Instruction 5230.24. 12. & 13. Initial Submission: Concurrent with proposal. Subsequent submissions: Provide a paper copy od Certicaae of Analysis with each shipment. Provide 510(k) Approval Letters Updates if any information from the initial 510(k) Approval Letters is changed/needs to be updated. 14. Distribution copies shall be submitted as electronic files in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative. (b) (6)	JPM CBRN Medical	0	1	0	
	ASPR BARDA	0	1	0	
	ASPR SRC	0	1	0	
	CCAP-SCE*	0	2	0	
15. TOTAL		0	5	0	

G. PREPARED BY (b) (6)	H. DATE 8/17/2020	I. APPROVED BY (b) (6)	J. DATE 17AUG20
----------------------------------	-----------------------------	----------------------------------	---------------------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACTDATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0007	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER General Admin Data
------------------------------------------	------------------------	--------------------------------------------------------------------

D. SYSTEM/ITEM (b) (4)	E. CONTRACT/PR NO. W911SR-20-C-0058	F. CONTRACTOR
----------------------------------	-----------------------------------------------	----------------------

1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Internal Contractor Technical Data	3. SUBTITLE Packing Slip
---------------------------------	--------------------------------------------------------------------	------------------------------------

4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81309A (Tailored)	5. CONTRACT REFERENCE SOW Para 4.3.1	6. REQUIRING OFFICE JPM CBRN Medical
----------------------------------------------------------------------------------	------------------------------------------------	------------------------------------------------

7. DD 250 REQ NA	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION Refer to Block 16	14. DISTRIBUTION		
8. APP CODE NO	C	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION Refer to Block 16	a. ADDRESSEE	Draft	b. COPIES

16. REMARKS 4. The Data Item Description (DID) may be obtained from http://quicksearch.dla.mil/ . Only paragraphs 2 and 3.g apply. Provide the following information on the Packing Slip: (1) Contract number, (2) Storage, (3) Item description, (4) Part number, (5) Lot numbers; and (6) Quantities. 9. Distribution Statement C: Distribution authorized to U.S. Government agencies and their Contractors (Administrative or Operational Use). Determination made 20 May 2020. Distribution guidance is included in DOD Instruction 5230.24. 12. & 13. This deliverable (paper copy) shall be provided upon each product delivery to each designated shipping location(s). 14. Distribution copies shall be submitted as electronic files in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative, (b) (6)	JPM CBRN Medical	0	1	0
	ASPR BARDA	0	1	0
	ASPR SRC	0	1	0
	CCAP-SCE*	0	2	0
	15. TOTAL		0	5

1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Provisioning Technical Documentation Submission Schedule (PTDSS)	3. SUBTITLE Delivery Schedule
---------------------------------	--------------------------------------------------------------------------------------------------	-----------------------------------------

4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81965 (Tailored)	5. CONTRACT REFERENCE SOW Para 4.3.7	6. REQUIRING OFFICE JPM CBRN Medical
---------------------------------------------------------------------------------	------------------------------------------------	------------------------------------------------

7. DD 250 REQ NA	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION Refer to Block 16	14. DISTRIBUTION		
8. APP CODE NO	A	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION Refer to Block 16	a. ADDRESSEE	Draft	b. COPIES

16. REMARKS 4. The Data Item Description (DID) may be obtained from http://quicksearch.dla.mil/ . Only paragraphs 2 and 3.g apply. Provide the following information on the Packing Slip: (1) Contract number, (2) Storage, (3) Item description, (4) Part number, (5) Lot numbers; and (6) Quantities. 9. Distribution Statement C: Distribution authorized to U.S. Government agencies and their Contractors (Administrative or Operational Use). Determination made 20 May 2020. Distribution guidance is included in DOD Instruction 5230.24. 12. & 13. Provide a Detailed Delivery Schedule within one week of award and update weekly thereafter. 14. Distribution copies shall be submitted as electronic files in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative, (b) (6)	JPM CBRN Medical	0	1	0
	ASPR BARDA	0	1	0
	ASPR SRC	0	1	0
	CCAP-SCE*	0	2	0
	15. TOTAL		0	5

G. PREPARED BY (b) (6)	H. DATE 8/17/2020	I. APPROVED BY Digitally signed by (b) (6)	J. DATE 17AUG20
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE





INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

