

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 26				
2. CONTRACT NO. W911QY20C0046		3. AWARD/EFFECTIVE DATE 05-Apr-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 W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011  TEL: FAX: 508-233-5700		CODE W911QY		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % 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 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 334516  SIZE STANDARD: 1,000						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO BATTELLE MEMORIAL INSTITUTE  <b>(b) (1) (B), (b) (4)</b> ██████████ ██████████ ██████████		CODE W56XNH		16. ADMINISTERED BY  <b>SEE ITEM 9</b>						
17a. CONTRACTOR/OFFEROR CEPHEID 904 CARIBBEAN DR SUNNYVALE CA 94089-1189  TELEPHONE NO. 9703711451		CODE 07YE7		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS- NDY 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
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$32,788,420.00</b>				
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 . YOUR 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				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <b>(b) (6)</b>						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>(b) (6)</b> / CONTRACTING OFFICER TEL: <b>(b) (6)</b> EMAIL: <b>(b) (6)</b>				31c. DATE SIGNED 05-Apr-2020		

**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><b>SEE SCHEDULE</b></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
--	-----------	---

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
------------------------	------------------------	-------------

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 ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>█ GXIV-4-L Systems                      FFP                      The Contractor shall deliver █ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.</p> <p>The contractor may submit invoices for partial shipments accepted by the Government.                      FOB: Destination                      PSC CD: 6640</p>	█	Each	(b) (4)	\$2,901,220.00
NET AMT					\$2,901,220.00
000101	<p>Funding to CLIN 0001                      FFP                      CLIN 0001 GXIV Systems                      PURCHASE REQUEST NUMBER: 0011482991</p>				\$0.00
NET AMT					\$0.00
ACRN AA					\$2,025,380.00
CIN: GFEBS001148299100001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding to Clin 0001 FFP FFP CLIN 0001_GXIV System PURCHASE REQUEST NUMBER: 0011482972				\$0.00
NET AMT					\$0.00
ACRN AD CIN: GFEBS001148297200001					\$875,840.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	(b) (4) GXXVI-16-L Systems FFP The Contractor shall deliver (b) (4) GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	(b) (4)	Each	(b) (4)	\$15,565,200.00
NET AMT					\$15,565,200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding to CLIN 0002 FFP CLIN 0002 GX-XVI Systems PURCHASE REQUEST NUMBER: 0011482991				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AA CIN: GFEB001148299100002					\$2,529,713.67

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202	Funding to CLIN 0002 FFP CLIN 0002 GX-XVI Systems PURCHASE REQUEST NUMBER: 0011482991				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AB CIN: GFEB001148299100003					\$13,035,486.33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		(b) (4)	Each	(b) (4)	\$14,322,000.00

XPRSARS-COV2-10 Tests  
FFP

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit.

Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination  
PSC CD: 6640

---

NET AMT	\$14,322,000.00
---------	-----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					\$0.00

Funding to CLIN 0003  
FFP  
CLIN 0003 COVID19 Tests  
PURCHASE REQUEST NUMBER: 0011482991

---

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

ACRN AC	\$14,322,000.00
CIN: GFEB001148299100004	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	■ GXIV-4-L Systems FFP The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.  The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	■	Each	(b) (4)	\$821,100.00
NET AMT					\$821,100.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	■ GXIV-4-L Systems FFP The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.  The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	■	Each	(b) (4)	\$821,100.00
NET AMT					\$821,100.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	■ GXIV-4-L Systems FFP The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.  The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	■	Each	(b) (4)	\$821,100.00
NET AMT					\$821,100.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	■ GXIV-4-L Systems FFP The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.  The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	■	Each	(b) (4)	\$821,100.00
NET AMT					\$821,100.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	■ GXIV-4-L Systems FFP The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.  The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	■	Each	(b) (4)	\$821,100.00
NET AMT					\$821,100.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	■ GXIV-4-L Systems FFP The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract.  The contractor may submit invoices for partial shipments accepted by the Government. FOB: Destination PSC CD: 6640	■	Each	(b) (4)	\$492,660.00
NET AMT					\$492,660.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		(b) (4)	Each	(b) (4)	\$770,000.00
OPTION	XPRSARS-COV2-10 Tests				

FFP

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit.

Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT \$770,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		(b) (4)	Each	(b) (4)	\$770,000.00
OPTION	XPRSARS-COV2-10 Tests				

FFP

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit.

Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT \$770,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	XPRSARS-COV2-10 Tests FFP	(b) (4)	Each	(b) (4)	\$770,000.00
<p>The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit.</p> <p>Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract.</p> <p>The contractor may submit invoices for partial shipments accepted by the Government.                      FOB: Destination                      PSC CD: 6640</p>					
NET AMT					\$770,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	XPRSARS-COV2-10 Tests FFP	(b) (4)	Each	(b) (4)	\$770,000.00
<p>The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit.</p> <p>Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract.</p> <p>The contractor may submit invoices for partial shipments accepted by the Government.                      FOB: Destination                      PSC CD: 6640</p>					
NET AMT					\$770,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	XPRSARS-COV2-10 Tests FFP	(b) (4)	Each	(b) (4)	\$770,000.00

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit.

Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract.

The contractor may submit invoices for partial shipments accepted by the Government.  
 FOB: Destination  
 PSC CD: 6640

NET AMT

\$770,000.00

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Origin	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	Destination	Government	Origin	Government
000201	N/A	N/A	N/A	N/A
000202	N/A	N/A	N/A	N/A
0003	Destination	Government	Origin	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Origin	Government
0005	Destination	Government	Origin	Government
0006	Destination	Government	Origin	Government
0007	Destination	Government	Origin	Government
0008	Destination	Government	Origin	Government
0009	Destination	Government	Origin	Government
0010	Destination	Government	Origin	Government
0011	Destination	Government	Origin	Government
0012	Destination	Government	Origin	Government

0013	Destination	Government	Origin	Government
0014	Destination	Government	Origin	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	03-JUN-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	30-SEP-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH
000201	N/A	N/A	N/A	N/A
000202	N/A	N/A	N/A	N/A
0003	30-SEP-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH
000301	N/A	N/A	N/A	N/A

0004	03-MAR-2021	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) (b) (4) (b) (4) (b) (4) FOB: Destination	W56XNH
0005	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0006	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0007	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0008	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0009	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0010	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0011	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0012	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0013	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH
0014	03-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH

ACCOUNTING AND APPROPRIATION DATA

(b) (4)	(b) (4)	(b) (4)
(b) (4)		
(b) (4)		
(b) (4)	(b) (4)	
(b) (4)		

(b) (4) [REDACTED]

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEB001148299100001	\$2,025,380.00
	000201	GFEB001148299100002	\$2,529,713.67
AB	000202	GFEB001148299100003	\$13,035,486.33
AC	000301	GFEB001148299100004	\$14,322,000.00
AD	000102	GFEB001148297200001	\$875,840.00

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
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
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 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 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

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

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

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

- \_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.
- \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- XX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (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 (OCT 2019) (15 U.S.C. 657f).
- XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

XX (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.

XX (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

\_\_\_\_ (ii) Alternate I (July 2014) of 52.222-36.

XX (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

XX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

\_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

XX (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

\_\_\_ (48) 52.225-5, Trade Agreements (Oct 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **10 days before CLIN Delivery Date**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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/far](http://www.acquisition.gov/far)

(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.

2-in-1 \_\_\_\_\_

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

---

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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	W911QY
Admin DoDAAC**	W911QY
Inspect By DoDAAC	W56XNH
Ship To Code	W56XNH

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

Govt. POC: (b) (6)

KO: (b) (6)

KS: (b) (6)

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

(End of clause)

**CLIN 0001 SHIPPING SCHEDULE****CLIN 0001 Shipment Schedule**

The contractor shall exert their best efforts to ship the GeneXpert 4 systems specified in CLIN 0001 in accordance to the following shipping schedule:

<b>CLIN 1 Schedule (GX IV)</b>		
Systems	Delivery Location	Est. Ship Date
■	Battelle	8-Apr
■	Battelle	13-Apr
■	Battelle	20-Apr
■	Battelle	27-Apr
■	Battelle	4-May
■	Battelle	11-May
■	Battelle	18-May
■	Battelle	25-May
■	TOTAL	

The total shipments shall not be delivered later to the Government than the date specified in the Delivery Schedule.

**CLIN 0002 SHIPPING SCHEDULE****CLIN 0002 Shipment Schedule**

The contractor shall exert their best efforts to ship the GeneXpert 16 systems specified in CLIN 0002 in accordance to the following shipping schedule:

<b>CLIN 2 Schedule (GX XVI)</b>		
Systems	Delivery Location	Est. Ship Date
■	Battelle	13-Apr
■	Battelle	27-Apr
■	Battelle	11-May
■	Battelle	25-May
■	Battelle	8-Jun
■	Battelle	22-Jun
■	Battelle	13-Jul
■	Battelle	27-Jul
■	Battelle	10-Aug
■	Battelle	24-Aug
■	Battelle	7-Sep
■	Battelle	21-Sep
■	TOTAL	

The total shipments shall not be delivered later to the Government than the date specified in the Delivery Schedule.

**CLIN 0003 SHIPPING SCHEDULE**

**CLIN 0003 Shipment Schedule**

The contractor shall exert their best efforts to ship the COVID-19 assays specified in CLIN 0003 in accordance to the following shipping schedule:

<b>CLIN 3 Schedule (COVID19 Tests)</b>		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	8-Apr
(b) (4)	Battelle	13-Apr
(b) (4)	Battelle	20-Apr
(b) (4)	Battelle	27-Apr
(b) (4)	Battelle	4-May
(b) (4)	Battelle	11-May
(b) (4)	Battelle	18-May
(b) (4)	Battelle	25-May
(b) (4)	Battelle	1-Jun
(b) (4)	Battelle	8-Jun
(b) (4)	Battelle	15-Jun
(b) (4)	Battelle	22-Jun
(b) (4)	Battelle	29-Jun
(b) (4)	Battelle	6-Jul
(b) (4)	Battelle	13-Jul
(b) (4)	Battelle	20-Jul
(b) (4)	Battelle	27-Jul
(b) (4)	Battelle	3-Aug
(b) (4)	Battelle	10-Aug
(b) (4)	Battelle	17-Aug
(b) (4)	Battelle	24-Aug
(b) (4)	Battelle	31-Aug
(b) (4)	Battelle	7-Sep
(b) (4)	Battelle	14-Sep
(b) (4)	Battelle	21-Sep
(b) (4)	TOTAL	

The total shipments shall not be delivered later to the Government than the date specified in the Delivery Schedule.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 17-Apr-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1   9
6. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7. ADMINISTERED BY (If other than item 6) W6QK ACC-APG NATICK 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CEPHEID 904 CARIBBEAN DR SUNNYVALE CA 94089-1189			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0046	
CODE 07YE7			X 10B. DATED (SEE ITEM 13) 05-Apr-2020	
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.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/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: FAR 52.212-4(c) Changes				
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) 201316 The purpose of this modification is to change the extended contract line item descriptions on all contract line items to allow the contractor increased flexibility in delivering the required instruments and assays due to the ongoing problems caused by COVID-19. Additionally, the text in the Shipment schedules for Contract Line Items 0001-0003 is changed to incorporate additional language regarding the Contractor's good faith efforts to meet the negotiated shipping schedules. These changes come at no cost to the Government and no consideration is required. All other terms and conditions remain in full force and effect.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: 240-586-0835 EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)	
(Signature of person authorized to sign)			16C. DATE SIGNED 17-Apr-2020	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The CLIN extended description has changed from:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

## CLIN 0002

The CLIN extended description has changed from:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

## CLIN 0003

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

#### CLIN 0004

The CLIN extended description has changed from:

The Contractor shall deliver GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

#### CLIN 0005

The CLIN extended description has changed from:

The Contractor shall deliver GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised.

The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

CLIN 0006

The CLIN extended description has changed from:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

CLIN 0007

The CLIN extended description has changed from:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

CLIN 0008

The CLIN extended description has changed from:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial

shipments accepted by the Government.

To:

The Contractor shall deliver █ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

#### CLIN 0009

The CLIN description has changed from █ GXIV-4-L Systems to █ GXIV-4-L Systems.  
The CLIN extended description has changed from:

The Contractor shall deliver █ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the delivery schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver █ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

#### CLIN 0010

The CLIN extended description has changed from:

The contractor shall deliver a total of █ (b) (4) █ XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at █ (b) (4) █ per kit. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of █ (b) (4) █ XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at █ (b) (4) █ per kit. The contractor may submit invoices for partial shipments

accepted by the Government.

CLIN 0011

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

CLIN 0012

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

CLIN 0013

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery

schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

#### CLIN 0014

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. Additionally, the contractor shall ship items under this CLIN to the Government based on the estimated shipping schedule specified in the deliver schedule of this contract. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

The following have been modified:

#### CLIN 0001 SHIPPING SCHEDULE

##### **CLIN 0001 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the GeneXpert 4 systems specified in CLIN 0001 in accordance to the following shipping schedule:

CLIN 1 Schedule (GX IV)		
Systems	Delivery Location	Est. Ship Date
(b) (4)	Battelle	8-Apr
(b) (4)	Battelle	13-Apr

■	Battelle	20-Apr
■	Battelle	27-Apr
■	Battelle	4-May
■	Battelle	11-May
■	Battelle	18-May
■	Battelle	25-May
■	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

#### CLIN 0002 SHIPPING SCHEDULE

##### **CLIN 0002 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the GeneXpert 16 systems specified in CLIN 0002 in accordance to the following shipping schedule:

CLIN 2 Schedule (GX XVI)		
Systems	Delivery Location	Est. Ship Date
■	Battelle	13-Apr
■	Battelle	27-Apr
■	Battelle	11-May
■	Battelle	25-May
■	Battelle	8-Jun
■	Battelle	22-Jun
■	Battelle	13-Jul
■	Battelle	27-Jul
■	Battelle	10-Aug
■	Battelle	24-Aug
■	Battelle	7-Sep
■	Battelle	21-Sep
■	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

#### CLIN 0003 SHIPPING SCHEDULE

##### **CLIN 0003 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0003 in accordance to the following shipping schedule:

CLIN 3 Schedule (COVID19 Tests)		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	8-Apr
(b) (4)	Battelle	13-Apr
(b) (4)	Battelle	20-Apr
(b) (4)	Battelle	27-Apr
(b) (4)	Battelle	4-May
(b) (4)	Battelle	11-May
(b) (4)	Battelle	18-May
(b) (4)	Battelle	25-May
(b) (4)	Battelle	1-Jun
(b) (4)	Battelle	8-Jun
(b) (4)	Battelle	15-Jun
(b) (4)	Battelle	22-Jun
(b) (4)	Battelle	29-Jun
(b) (4)	Battelle	6-Jul
(b) (4)	Battelle	13-Jul
(b) (4)	Battelle	20-Jul
(b) (4)	Battelle	27-Jul
(b) (4)	Battelle	3-Aug
(b) (4)	Battelle	10-Aug
(b) (4)	Battelle	17-Aug
(b) (4)	Battelle	24-Aug
(b) (4)	Battelle	31-Aug
(b) (4)	Battelle	7-Sep
(b) (4)	Battelle	14-Sep
(b) (4)	Battelle	21-Sep
(b) (4)	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

(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 24-Apr-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable) 1   17
6. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	CODE W911QY	7. ADMINISTERED BY (If other than item 6) W6QK ACC-APG NATICK 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702		CODE W911QY
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CEPHEID 904 CARIBBEAN DR SUNNYVALE CA 94089-1189			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0046	
			X 10B. DATED (SEE ITEM 13) 05-Apr-2020	
CODE 07YE7	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) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.217-5, Option for Increased Quantity-Separately Priced Line Item				
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) 201424 The purpose of this modification is to exercise Option CLIN 0005 and CL NS 0010 through 0014 and establish a mutually agreeable shipping schedule and delivery date for the delivery of the systems and assays specified on each CLIN.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 24-Apr-2020

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to \$37,459,520.00.

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0004

The CLIN extended description has changed from:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

The option status has changed from Option to Option Exercised.

## CLIN 0010

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

The option status has changed from Option to Option Exercised.

#### CLIN 0011

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

The option status has changed from Option to Option Exercised.

#### CLIN 0012

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this

contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

The option status has changed from Option to Option Exercised.

#### CLIN 0013

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

The option status has changed from Option to Option Exercised.

#### CLIN 0014

The CLIN extended description has changed from:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The contractor shall deliver a total of (b) (4) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (b) (4) per kit. The contractor may submit invoices for partial shipments accepted by the Government.

The option status has changed from Option to Option Exercised.

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funding To CLIN 0004 FFP CLIN 0004 GX4s PURCHASE REQUEST NUMBER: 0011491282				\$0.00
NET AMT					\$0.00
ACRN AE CIN: GFEB001149128200010					\$437,920.00

SUBCLIN 000402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402	Funding to CLIN 0004 FFP CLIN 0004 █ GX4s PURCHASE REQUEST NUMBER: 0011491207				\$0.00
NET AMT					\$0.00
ACRN AF CIN: GFEB001149120700001					\$383,180.00

SUBCLIN 001001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001001					\$0.00

Funding To CLIN 0010  
FFP  
CLIN 0010 XPSARS-COV2 Tests  
PURCHASE REQUEST NUMBER: 0011491282

---

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

ACRN AE	\$513,590.00
CIN: GFEBS001149128200020	

SUBCLIN 001002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001002					\$0.00

Funding to CLIN 0010  
FFP  
CLIN 0010 XPSARS-COV2-10 Tests  
PURCHASE REQUEST NUMBER: 0011491207

---

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

ACRN AF	\$256,410.00
CIN: GFEBS001149120700002	

SUBCLIN 001101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001101					\$0.00

Funding to CLIN 0011  
FFP  
PURCHASE REQUEST NUMBER: 0011491208

---

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

ACRN AC	\$770,000.00
CIN: GFEBS001149120800010	

SUBCLIN 001201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001201	Funding to CLIN 0012 FFP PURCHASE REQUEST NUMBER: 0011491208				\$0.00

---

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

ACRN AC CIN: GFEBS001149120800011	\$770,000.00
--------------------------------------	--------------

SUBCLIN 001301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001301	Funding to CLIN 0013 FFP PURCHASE REQUEST NUMBER: 0011491208				\$0.00

---

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

ACRN AC CIN: GFEBS001149120800012	\$770,000.00
--------------------------------------	--------------

SUBCLIN 001401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001401	Funding to CLIN 0014 FFP PURCHASE REQUEST NUMBER: 0011491208				\$0.00

---

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

ACRN AC CIN: GFEBS001149120800013	\$770,000.00
--------------------------------------	--------------

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to \$37,459,520.00.

SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

(b) (4)

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

(b) (4)

Cost Code: A5XAH

SUBCLIN 000402:

Funding on SUBCLIN 000402 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(b) (4)

Cost Code: A5XAF

SUBCLIN 001001:

Funding on SUBCLIN 001001 is initiated as follows:

(b) (4)

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

(b) (4)

Cost Code: A5XAH

SUBCLIN 001002:

Funding on SUBCLIN 001002 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

(b) (4)

Cost Code: A5XAF

SUBCLIN 001101:

Funding on SUBCLIN 001101 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(b) (4)

Cost Code: A5XAH

SUBCLIN 001201:

Funding on SUBCLIN 001201 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(b) (4)

Cost Code: A5XAH

SUBCLIN 001301:

Funding on SUBCLIN 001301 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 001401:

Funding on SUBCLIN 001401 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total: (b) (4)

Cost Code: A5XAH

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	[Redacted]	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-JUN-2021	[Redacted]	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0010 has been changed from:

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

03-MAR-2021	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH
-------------	---------	--	--------

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-SEP-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0011 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-NOV-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0012 has been changed from:

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

03-MAR-2021	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED]	W56XNH
-------------	---------	--	--------

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-NOV-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED]	W56XNH

The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED]	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-NOV-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED]	W56XNH

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-NOV-2020	(b) (4)	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0004 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
---------------------------	--------------------------	---------------------	-------------------------

To:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

The following Acceptance/Inspection Schedule was added for SUBCLIN 000401:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The following Acceptance/Inspection Schedule was added for SUBCLIN 000402:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY N/A
-------------------	-------------------	------------------	------------------

The Acceptance/Inspection Schedule for CLIN 0010 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
---------------------------	--------------------------	---------------------	-------------------------

To:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

The following Acceptance/Inspection Schedule was added for SUBCLIN 001001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following have been added by full text:

CLIN 0004 SHIPPING SCHEDULE

**CLIN 0004 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the GeneXpert 4 systems specified in CLIN 0004 in accordance to the following shipping schedule:

CLIN 0004 Schedule (GX IV)		
Systems	Delivery Location	Est. Ship Date
	Battelle	04/30/2020
	Battelle	05/15/2020
	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

CLIN 0010 SHIPPING SCHEDULE**CLIN 0010 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0010 in accordance to the following shipping schedule:

<b>CLIN 0010 Schedule (COVID19 Tests)</b>		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	04/30/2020
(b) (4)	Battelle	05/11/2020
(b) (4)	Battelle	05/25/2020
(b) (4)	Battelle	06/08/2020
(b) (4)	Battelle	06/22/2020
(b) (4)	Battelle	07/06/2020
(b) (4)	Battelle	07/20/2020
(b) (4)	Battelle	08/03/2020
(b) (4)	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

CLIN 0011 SHIPPING SCHEDULE**CLIN 0011 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0011 in accordance to the following shipping schedule:

<b>CLIN 0011 Schedule (COVID19 Tests)</b>		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	08/10/2020
(b) (4)	Battelle	08/17/2020
(b) (4)	Battelle	08/31/2020
(b) (4)	Battelle	09/07/2020
(b) (4)	Battelle	09/14/2020
(b) (4)	Battelle	09/21/2020
(b) (4)	Battelle	09/28/2020
(b) (4)	Battelle	10/05/2020
(b) (4)	Battelle	10/12/2020
(b) (4)	Battelle	10/19/2020
(b) (4)	Battelle	10/26/2020
(b) (4)	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

**CLIN 0012 SHIPPING SCHEDULE**

**CLIN 0012 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0012 in accordance to the following shipping schedule:

<b>CLIN 0012 Schedule (COVID19 Tests)</b>		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	08/10/2020
(b) (4)	Battelle	08/17/2020
(b) (4)	Battelle	08/31/2020
(b) (4)	Battelle	09/07/2020
(b) (4)	Battelle	09/14/2020
(b) (4)	Battelle	09/21/2020
(b) (4)	Battelle	09/28/2020
(b) (4)	Battelle	10/05/2020
(b) (4)	Battelle	10/12/2020
(b) (4)	Battelle	10/19/2020
(b) (4)	Battelle	10/26/2020
(b) (4)	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

**CLIN 0013 SHIPPING SCHEDULE**

**CLIN 0013 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0013 in accordance to the following shipping schedule:

<b>CLIN 0013 Schedule (COVID19 Tests)</b>		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	08/10/2020
(b) (4)	Battelle	08/17/2020
(b) (4)	Battelle	08/31/2020
(b) (4)	Battelle	09/07/2020
(b) (4)	Battelle	09/14/2020

(b) (4)	Battelle	09/21/2020
(b) (4)	Battelle	09/28/2020
(b) (4)	Battelle	10/05/2020
(b) (4)	Battelle	10/12/2020
(b) (4)	Battelle	10/19/2020
(b) (4)	Battelle	10/26/2020
(b) (4)	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

#### CLIN 0014 SHIPPING SCHEDULE

##### **CLIN 0014 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0014 in accordance to the following shipping schedule:

<b>CLIN 0014 Schedule (COVID19 Tests)</b>		
Assays	Delivery Location	Est. Ship Date
(b) (4)	Battelle	08/31/2020
(b) (4)	Battelle	09/07/2020
(b) (4)	Battelle	09/14/2020
(b) (4)	Battelle	09/21/2020
(b) (4)	Battelle	09/28/2020
(b) (4)	Battelle	10/05/2020
(b) (4)	Battelle	10/12/2020
(b) (4)	Battelle	10/19/2020
(b) (4)	Battelle	10/26/2020
(b) (4)	TOTAL	

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 18-Jun-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1   3
6. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7. ADMINISTERED BY (If other than item 6) W6QK ACC-APG NATICK 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CEPHEID 904 CARIBBEAN DR SUNNYVALE CA 94089-1189			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0046	
CODE 07YE7			X 10B. DATED (SEE ITEM 13) 05-Apr-2020	
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.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/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: FAR 52.217-7, Option for Increased Quantity, Separately Priced Line Item				
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) 201940 The purpose of this modification is to exercise Option CLIN 0005 for the delivery of (b) (6) GeneXPert 4 systems for delivery by 06 July 2020. All other terms and conditions remain in full force and effect.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)	
			16C. DATE SIGNED 18-Jun-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to \$38,280,620.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 0005

The option status has changed from Option to Option Exercised.

SUBCLIN 000501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501	Funding to CLIN 0005 FFP GX4s PURCHASE REQUEST NUMBER: 0011512321				\$0.00
				NET AMT	\$0.00
	ACRN AE CIN: GFEB001151232100001				\$821,100.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to \$38,280,620.00.

SUBCLIN 000501:

Funding on SUBCLIN 000501 is initiated as follows:

(b) (4)

(b) (4)

[Redacted]

Total: (b) (4)

Cost Code: A5XAH

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	[Redacted]	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
06-JUL-2020	[Redacted]	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [Redacted] [Redacted] [Redacted] FOB: Destination	W56XNH

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000501:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>14-Aug-2020</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1   15
6. ISSUED BY W6QK ACC-APG NATICK DIVISION 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702		CODE <b>W911QY</b>	7. ADMINISTERED BY (If other than item 6) W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CEPHEID 904 CARIBBEAN DR SUNNYVALE CA 94089-1189		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0046		
		X 10B. DATED (SEE ITEM 13) 05-Apr-2020		
CODE <b>07YEZ</b>		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.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
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: by mutual agreement of both parties.				
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) 202579 The purpose of this modification is to realign Option CLINs 0006-0008, add optional CLINs 0015-0022, exercise Option CL N 0006, and exercise Option CL N 0009. See Summary of Changes below.				
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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / KS TEL: (b) (6) EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 14-Aug-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:

P00005

A. The purpose of this modification is to incorporate the changes below:

1. The quantity of Option CLIN 0006 is hereby reduced by [REDACTED] from [REDACTED] to [REDACTED].
  - a. Option CLIN 00015 is added for a quantity of [REDACTED] GXIV-4-L systems.
  - b. Option CLIN 00016 is added for a quantity of [REDACTED] GXIV-4-L systems.
  - c. Option CLIN 00017 is added for a quantity of [REDACTED] GXIV-4-L systems.
  - d. Option CLIN 00018 is added for a quantity of [REDACTED] GXIV-4-L systems.
2. The quantity of Option CLIN 0007 is hereby reduced by [REDACTED] from [REDACTED] to [REDACTED].
  - a. Option CLIN 00019 is added for a quantity of [REDACTED] GXIV-4-L systems.
  - b. Option CLIN 00020 is added for a quantity of [REDACTED] GXIV-4-L systems.
3. The quantity of Option CLIN 0008 is hereby reduced by [REDACTED] from [REDACTED] to [REDACTED].
  - a. Option CLIN 00021 is added for a quantity of [REDACTED] GXIV-4-L systems.
  - b. Option CLIN 00022 is added for a quantity of [REDACTED] GXIV-4-L systems.

B. In accordance with contract clause FAR 52.217-7, Optional CLIN 0006 is hereby exercised to initiate delivery of (b) (4) - GXIV-4-L systems. See delivery schedule below.

**CLIN 0006 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the GeneXpert 4 systems specified in CLIN 0006 in accordance to the following shipping schedule:

CLIN 0006 Schedule (GX IV)		
Systems	Delivery Location	Est. Ship Date
[REDACTED]	Battelle	21 Aug 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

C. In accordance with contract clause FAR 52.217-7, Optional CLIN 0009 is hereby exercised to initiate delivery of (b) (4) - GXIV-4-L systems. See delivery schedule below.

**CLIN 0009 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the GeneXpert 4 systems specified in CLIN 0009 in accordance to the following shipping schedule:

CLIN 0009 Schedule (GX IV)		
Systems	Delivery Location	Est. Ship Date
█	Battelle	21 Aug 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

**D.** All other terms and conditions remain the same and in full force and effect.

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to \$38,937,500.00.

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0006

The CLIN description has changed from █ GXIV-4-L Systems to █ GXIV-4-L Systems.  
The CLIN extended description has changed from:

The Contractor shall deliver █ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver █ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit

invoices for partial shipments accepted by the Government.

The pricing detail quantity has decreased by (b) (4) from (b) (4) to 3.00.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by (b) (4) from (b) (4) to \$164,220.00.

CLIN 0007

The CLIN description has changed from (b) (4) GXIV-4-L Systems to (b) (4) GXIV-4-L Systems.

The CLIN extended description has changed from:

The Contractor shall deliver (b) (4) GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver (b) (4) GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

The pricing detail quantity has decreased by (b) (4) from (b) (4) to 4.00.

The total cost of this line item has decreased by (b) (4) from (b) (4) to \$218,960.00.

CLIN 0008

The CLIN description has changed from (b) (4) GXIV-4-L Systems to (b) (4) GXIV-4-L Systems.

The CLIN extended description has changed from:

The Contractor shall deliver (b) (4) GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

To:

The Contractor shall deliver (b) (4) GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The contractor may submit invoices for partial shipments accepted by the Government.

The pricing detail quantity has decreased by (b) (4) from (b) (4) to 4.00.  
The total cost of this line item has decreased by (b) (4) from (b) (4) to \$218,960.00.

CLIN 0009

The option status has changed from Option to Option Exercised.

SUBCLIN 000601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Funding FFP Funding PURCHASE REQUEST NUMBER: 0011537463				\$0.00
NET AMT					\$0.00
ACRN AE CIN: GFEBS001153746300001					\$164,220.00

SUBCLIN 000901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000901	Funding FFP Funding PURCHASE REQUEST NUMBER: 0011537497				\$0.00
NET AMT					\$0.00
ACRN AG CIN: GFEBS001153749700001					\$492,660.00

CLIN 0015 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	■ GXIV-4-L Systems FFP	■	Each	(b) (4)	\$164,220.00

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT	\$164,220.00
---------	--------------

CLIN 0016 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	■ GXIV-4-L Systems FFP	■	Each	(b) (4)	\$164,220.00

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT	\$164,220.00
---------	--------------

CLIN 0017 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	■ GXIV-4-L Systems FFP	■	Each	(b) (4)	\$164,220.00

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT	\$164,220.00
---------	--------------

CLIN 0018 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	■ GXIV-4-L Systems FFP	■	Each	(b) (4)	\$164,220.00

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT	\$164,220.00
---------	--------------

CLIN 0019 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019			Each	(b) (4)	\$273,700.00

OPTION

■ GXIV-4-L Systems

FFP

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

NET AMT

\$273,700.00

CLIN 0020 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020			Each	(b) (4)	\$328,440.00

OPTION

■ GXIV-4-L Systems

FFP

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

NET AMT

\$328,440.00

CLIN 0021 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021			Each	(b) (4)	\$273,700.00
OPTION	■ GXIV-4-L Systems				

FFP

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT	\$273,700.00
---------	--------------

CLIN 0022 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022			Each	(b) (4)	\$328,440.00
OPTION	■ GXIV-4-L Systems				

FFP

The Contractor shall deliver ■ GXIV-4-L Systems to the location specified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates.

The contractor may submit invoices for partial shipments accepted by the Government.

FOB: Destination

PSC CD: 6640

---

NET AMT	\$328,440.00
---------	--------------

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to \$38,937,500.00.

SUBCLIN 000601:

Funding on SUBCLIN 000601 is initiated as follows:

(b) (4)

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 000901:

Funding on SUBCLIN 000901 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total: \$ [Redacted]

Cost Code: A5XAF

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	[Redacted]	BATTELLE MEMORIAL INSTITUTE [Redacted] [Redacted] [Redacted]	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
04-SEP-2020	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0009 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
04-SEP-2020	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0015 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0016 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0017 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0018 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0019 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0020 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0021 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

The following Delivery Schedule for CLIN 0022 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	█	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) ██ ██ ██ ██ FOB: Destination	W56XNH

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000601:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000901:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for CLIN 0015:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0016:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0017:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0018:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0019:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0020:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0021:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0022:  
INSPECT AT                      INSPECT BY      ACCEPT AT  
Destination                      Government      Origin

ACCEPT BY  
Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 11-Sep-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1   19
6. ISSUED BY W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7. ADMINISTERED BY (If other than item 6) W6QK ACC-APG NATICK DIVISION 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CEPHEID 904 CARIBBEAN DR SUNNYVALE CA 94089-1189			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0046	
			X 10B. DATED (SEE ITEM 13) 05-Apr-2020	
CODE 07YE7		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.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
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: IAW FAR 52.212-4(c) Changes and FAR 52.217-7 Option for Increased Quantity				
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: shoffman202826 The purpose of this modification is as follows: 1) Exercise Option CLNs 0007-0008 and 0015-0022 in the total amount of \$2,299,080.00. 2) Funding is hereby provided for CLNs 0007-0008 and 0015-0022 in the amount of \$2,299,080.00, which thereby increases total funding for this Contract by (b) (4) from (b) (4) to \$41,236,580.00. 3) See Summary of Changes below for Shipment Schedules for exercised CLNs 0007-0008 and 0015-0022. All other terms and conditions remain the same and in full force and effect.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / KS TEL: (b) (6) EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 11-Sep-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:

P00006

A. The purpose of this modification is to incorporate the changes below:

B. In accordance with contract clause FAR 52.217-7, Optional CLINs 0007-0008 and 0015-0022 are hereby exercised to initiate a total delivery of (b) (4) GXIV-4-L Systems. See Shipment Schedules for each exercised CLIN below.

CLIN 0007 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0007 in accordance with the following shipping schedule:

CLIN 0007 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
█	Battelle	21 September 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

CLIN 0008 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0008 in accordance with the following shipping schedule:

CLIN 0008 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
█	Battelle	21 September 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

CLIN 0015 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0015 in accordance with the following shipping schedule:

CLIN 0015 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
█	Battelle	12 October 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

CLIN 0016 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0016 in accordance with the following shipping schedule:

CLIN 0016 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
■	Battelle	12 October 2020
■	Battelle	19 October 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

#### CLIN 0017 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0017 in accordance with the following shipping schedule:

CLIN 0017 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
■	Battelle	19 October 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

#### CLIN 0018 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0018 in accordance with the following shipping schedule:

CLIN 0018 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
■	Battelle	19 October 2020
■	Battelle	26 October 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

#### CLIN 0019 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0019 in accordance with the following shipping schedule:

CLIN 0019 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
■	Battelle	28 September 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

#### CLIN 0020 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0020 in accordance with the following shipping schedule:

CLIN 0020 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)

█	Battelle	26 October 2020
█	Battelle	02 November 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

#### CLIN 0021 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0021 in accordance with the following shipping schedule:

CLIN 0021 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
█	Battelle	05 October 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

#### CLIN 0022 Shipment Schedule

Subject to ongoing problems caused by COVID-19, the Contractor shall exert good faith efforts to ship the GeneXpert 4 Systems specified in CLIN 0022 in accordance with the following shipping schedule:

CLIN 0022 Schedule (GX IV)		
Quantity of Systems	Delivery Location	Estimated Shipment Date (Week of)
█	Battelle	02 November 2020
█	Battelle	09 November 2020

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order Priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the Objective of meeting the required delivery dates.

C. All other terms and conditions remain the same and in full force and effect.

#### SECTION SF 1449 - CONTINUATION SHEET

#### SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to \$41,236,580.00.

#### SUPPLIES OR SERVICES AND PRICES

#### CLIN 0007

The option status has changed from Option to Option Exercised.

CLIN 0008

The option status has changed from Option to Option Exercised.

CLIN 0015

The option status has changed from Option to Option Exercised.

CLIN 0016

The option status has changed from Option to Option Exercised.

CLIN 0017

The option status has changed from Option to Option Exercised.

CLIN 0018

The option status has changed from Option to Option Exercised.

CLIN 0019

The option status has changed from Option to Option Exercised.

CLIN 0020

The option status has changed from Option to Option Exercised.

CLIN 0021

The option status has changed from Option to Option Exercised.

CLIN 0022

The option status has changed from Option to Option Exercised.

SUBCLIN 000701 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701					\$0.00

Funding  
FFP  
Funding  
PURCHASE REQUEST NUMBER: 0011547680

---

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

ACRN AJ	\$218,960.00
CIN: GFEBS001154768000010	

SUBCLIN 000801 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801					\$0.00

Funding  
FFP  
Funding  
PURCHASE REQUEST NUMBER: 0011547397

---

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

ACRN AH	\$218,960.00
CIN: GFEBS001154739700010	

SUBCLIN 001501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001501					\$0.00

Funding  
FFP  
Funding  
PURCHASE REQUEST NUMBER: 0011547397

---

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

ACRN AH	\$164,220.00
CIN: GFEBS001154739700011	

SUBCLIN 001601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001601	Funding FFP Funding PURCHASE REQUEST NUMBER: 0011547397				\$0.00
					<hr/>
				NET AMT	\$0.00
				ACRN AH	\$164,220.00
				CIN: GFEBS001154739700012	

SUBCLIN 001701 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001701	Funding FFP Funding PURCHASE REQUEST NUMBER: 0011547397				\$0.00
					<hr/>
				NET AMT	\$0.00
				ACRN AH	\$164,220.00
				CIN: GFEBS001154739700013	

SUBCLIN 001801 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001801					\$0.00

Funding  
FFP  
Funding  
PURCHASE REQUEST NUMBER: 0011547397

---

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

ACRN AH	\$164,220.00
CIN: GFEBS001154739700014	

SUBCLIN 001901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001901					\$0.00

Funding  
FFP  
Funding  
PURCHASE REQUEST NUMBER: 0011547397

---

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

ACRN AH	\$273,700.00
CIN: GFEBS001154739700015	

SUBCLIN 002001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002001					\$0.00

Funding  
FFP  
Funding  
PURCHASE REQUEST NUMBER: 0011547397

---

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

ACRN AH	\$328,440.00
CIN: GFEBS001154739700016	

SUBCLIN 002101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002101	Funding FFP Funding PURCHASE REQUEST NUMBER: 0011547397				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AH CIN: GFEBS001154739700017					\$273,700.00

SUBCLIN 002201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002201	Funding FFP Funding PURCHASE REQUEST NUMBER: 0011547397				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AH CIN: GFEBS001154739700018					\$328,440.00

#### ACCOUNTING AND APPROPRIATION

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to \$41,236,580.00.

SUBCLIN 000701:  
Funding on SUBCLIN 000701 is initiated as follows:

(b) (4)  
\_\_\_\_\_  
\_\_\_\_\_

(b) (4)

Total: (b) (4)

Cost Code: A5XAF

SUBCLIN 000801:

Funding on SUBCLIN 000801 is initiated as follows:

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 001501:

Funding on SUBCLIN 001501 is initiated as follows:

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 001601:

Funding on SUBCLIN 001601 is initiated as follows:

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 001701:

Funding on SUBCLIN 001701 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total (b) (6)

Cost Code: A5XAH

SUBCLIN 001801:

Funding on SUBCLIN 001801 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total: (b) (6)

Cost Code: A5XAH

SUBCLIN 001901:

Funding on SUBCLIN 001901 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total: (b) (6)

Cost Code: A5XAH

SUBCLIN 002001:

Funding on SUBCLIN 002001 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Total: (b) (6)

Cost Code: A5XAH

SUBCLIN 002101:

Funding on SUBCLIN 002101 is initiated as follows:

(b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Total: (b) (6)

Cost Code: A5XAH

SUBCLIN 002201:

Funding on SUBCLIN 002201 is initiated as follows:

(b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Total: (b) (6)

Cost Code: A5XAH

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

To:

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

05-OCT-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH
-------------	---	--	--------

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) . . . FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
05-OCT-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0015 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) . . . FOB: Destination	W56XNH

To:

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

26-OCT-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH
-------------	---	--	--------

The following Delivery Schedule item for CLIN 0016 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) . . . FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
26-OCT-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item has been added to CLIN 0016:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
02-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0017 has been changed from:

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

03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH
-------------	---	--	--------

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
02-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0018 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
02-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item has been added to CLIN 0018:

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

09-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
09-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0019 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) [REDACTED] [REDACTED] [REDACTED] FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
13-OCT-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0020 has been changed from:

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

03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE	W56XNH
		.	
		(b) (1) (B), (b) (4)	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
09-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item has been added to CLIN 0020:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
16-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item for CLIN 0021 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE	W56XNH
		.	
		(b) (1) (B), (b) (4)	
		[REDACTED]	
		[REDACTED]	
		[REDACTED]	
		FOB: Destination	

To:

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

19-OCT-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH
-------------	---	--	--------

The following Delivery Schedule item for CLIN 0022 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
03-MAR-2021	■	BATTELLE MEMORIAL INSTITUTE . (b) (1) (B), (b) (4) . . . FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
23-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

The following Delivery Schedule item has been added to CLIN 0022:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
16-NOV-2020	■	BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 FOB: Destination	W56XNH

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000701:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000801:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001501:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001601:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001701:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001801:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 001901:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 002001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 002101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 002201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

(End of Summary of Changes)