

|   |  |                   |  |               |   |                         |      |
|---|--|-------------------|--|---------------|---|-------------------------|------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |                   | 1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |               | RATING                                    | PAGE OF PAGES<br>1   31 |      |
| 2 CONTRACT NO<br>W911QY20C0086P00003  |  | 3 SOLICITATION NO | 4 TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFP) | 5 DATE ISSUED | 6 REQUISITION/PURCHASE NO<br>SEE SCHEDULE |                         |      |
| 7 ISSUED BY<br>W60K ACC-APG NATICK<br>CONTRACTING DIVISION<br>BLDG 1 GENERAL GREENE AVENUE<br>NATICK MA 01760-5011<br>CODE W911QY<br>TEL:<br>FAX 508-233-5700 |  |                   | 8 ADDRESS OFFER TO<br><b>See Item 7</b>  |               | (If other than Item 7)                    |                         | CODE |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                          |        |  |                   |
|--------------------------|--------|--|-------------------|
| 10 FOR INFORMATION CALL: | A NAME | B TELEPHONE (Include area code) (NO COLLECT CALLS) | C. E-MAIL ADDRESS |
|--------------------------|--------|--|-------------------|

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |  |               |      |
|---|--|---------------|------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52.232-8)   |  |               |      |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): |  | AMENDMENT NO. | DATE |
|   |  |               |      |
|   |  |               |      |

|  |  |          |   |  |
|--|--|----------|---|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br>GRAND RIVER ASEPTIC MANUFACTURING, NC.<br>GRAM<br>140 FRONT AVE SW#3<br>GRAND RAPIDS MI 49504-6426<br>CODE 6ZL94 |  | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |  |
|--|--|----------|---|--|

|   |  |               |                |
|---|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code)<br>616-978-2400 | 15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE<br><input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---|--|---------------|----------------|

**AWARD (To be completed by Government)**

|   |                               |   |                              |
|---|-------------------------------|---|------------------------------|
| 19 ACCEPTED AS TO ITEMS NUMBERED  | 20 AMOUNT<br>\$160,701,178.10 | 21 ACCOUNTING AND APPROPRIATION<br>See Schedule   |                              |
| 22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input checked="" type="checkbox"/> 10 USC 2304(c)( 2 ) <input type="checkbox"/> 41 USC 253(c)( ) |                               | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified)  | ITEM Section G               |
| 24 ADMINISTERED BY (If other than Item 7)<br>DEFENSE CONTRACT MANAGEMENT AGENCY<br>DCMA DETROIT<br>35803 MOUND RD<br>STERLING HEIGHTS MI 48310<br>CODE S2305A     |                               | 25 PAYMENT WILL BE MADE BY<br>DEFENSE FINANCE AND ACCOUNTING SERVICE<br>DFAS - COLUMBUS CENTER (HQ0337)<br>NORTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182317<br>COLUMBUS OH 43218-2266<br>CODE HQ0337 |                              |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br>(b) (6)<br>(b) (6)   |                               | 27 UNITED STATES OF AMERICA<br>(b) (6)<br>(Signature of Contracting Officer)  | 28 AWARD DATE<br>04-Aug-2020 |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0001    | Fill/Finish Manufacturing<br>FFP<br>The contractor shall reserve 100% of the fill capacity on a commercial filling line, to include the formulation, filling, inspection, in-house labeling and packaging, as well as the support services required to release each lot for a 12 month period, from August 4, 2020 to August 3, 2021. The contractor shall maintain the reserved capacity in a state of readiness to perform current good manufacturing practices (cGMP) manufacturing activities, at a Biosafety Level 2 (BSL-2), approved by the USG for the entirety of the period of performance unless otherwise directed by the USG.<br>PROJECT: Operation Warp Speed |          |      |            | (b) (4) |
| NET AMT |   |          |      |            | (b) (4) |

| ITEM NO                   | SUPPLIES/SERVICES  | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|---------------------------|--|----------|---------|------------|---------|
| 0001AA                    | Reservation Fee -<br>FFP<br>15% Advance Payment IAW C.3.1.1<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011533210<br>PSC CD: Q999 |          | (b) (4) | (b) (4)    | (b) (4) |
| NET AMT                   |  |          |         |            | (b) (4) |
| ACRN AA                   |  |          |         |            | (b) (4) |
| CIN: GFEBS001153321000010 |  |          |         |            | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0001AB  | Maintenance and/or Operating<br>FFP<br>Maintenance and/or Operating of Fill/Finish Process-Monthly IAW C.3.1.2<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011533210<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT

(b) (4)

ACRN AA  
CIN: GFEBS001153321000020

\$(b) (4)

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0001AC  | Maintenance and/or Operating<br>FFP<br>Maintenance and/or Operating of Fill/Finish Process-Monthly IAW C.3.1.2<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011552063<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT

(b) (4)

ACRN AA  
CIN: GFEBS001155206300001

(b) (4)

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0002    | BSL2 Line Capacity Expansion<br>FFP<br>The contractor shall establish the new capacity by converting and updating the current line in compliance with Federal Drug Administration (FDA) current good manufacturing practices (cGMP) regulations.<br><br>PURCHASE REQUEST NUMBER: 0011519219-0002<br>PROJECT: Operation Warp Speed |          |      |            | (b) (4) |

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NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
| 0002AA  | Formulation Tanks Capacity Expansion<br>FFP<br>The contractor will perform Formulation Tanks Capacity Expansion (for two formulation tanks) and provide report of invoice. Early delivery is acceptable.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011519219-0003<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AA (b) (4)  
CIN: GFEBS001153321000050

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0002AB  | Fully Automated Inspection Machine Exp<br>FFP<br>The contractor will perform Fully Automated Inspection Machine Capacity Expansion and report of invoice. Early delivery is acceptable.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011519219-0003<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AA (b) (4)  
CIN: GFEBS001153321000060

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0002AC  | Analytical testing equipment<br>FFP<br>The contractor will perform Analytical testing equipment Capacity Expansion and report of invoice. Early delivery is acceptable.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011519219-0003<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AA (b) (4)  
CIN: GFEBS001153321000070

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0002AD  | Fully Automated Labeling Machine<br>FFP<br>The contractor will perform Fully Automated Labeling Machine Capacity Expansion and report of invoice. Early delivery is acceptable.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011519219-0003<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AA (b) (4)  
CIN: GFEBS001153321000080 (b) (4)

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0002AE  | Fully Automated Packaging<br>FFP<br>The contractor will provide Fully Automated Packaging Equipment Capacity Expansion and report of invoice. Early delivery is acceptable.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011519219-0003<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AA (b) (4)  
CIN: GFEBS001153321000090 (b) (4)

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
| 0003    | Validation Acceleration<br>FFP<br>The contractor shall complete the validation of the line at BSL-2 in an accelerated fashion.<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011533210<br>PROJECT: Operation Warp Speed<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |
|         |  |          |      | NET AMT    | (b) (4) |
|         | ACRN AA<br>CIN: GFEBS001153321000040   |          |      |            | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
| 0004    | Employee Retention<br>FFP<br>The contractor shall conduct Employee Retention IAW C.3.3.1<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011533210<br>PROJECT: Operation Warp Speed<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |
|         |  |          |      | NET AMT    | (b) (4) |
|         | ACRN AA<br>CIN: GFEBS001153321000030   |          |      |            | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0005    | Data Deliverables<br>FFP<br>The contractor shall deliver technical Data IAW Contract Data Requirements List (CDRL) IAW deliveries in Section C.1.1 and Exhibit A<br>FOB: Destination<br>PROJECT: Operation Warp Speed<br>PSC CD: Q999 |          |      |            | (b) (4) |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
| 0006    | OWS Security Upgrades<br>FFP<br>Required Security elements in accordance with GRAM's proposal. Validation to be completed by the imbedded, in-plant government representative. |          |      |            | (b) (4) |

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NET AMT

(b) (4)

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|---------|---|----------|---------|------------|---------|
| 0006AA  | Security Personnel<br>FFP<br>Unarmed Security Personnel and Security Director<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011568272<br>PROJECT: Operation Warp Speed<br>PSC CD: Q999 |          | (b) (4) | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AB (b) (4)  
CIN: GFEBS001156827200001

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0006AB  | Physical Security Upgrades<br>FFP<br>includes Card Reader Additions, Badge Printing, Photo Back Drop, Camera, Cable Installation, Cage, Freezer Electrical -Validation to be completed by the imbedded, in-plant government representative. Early Delivery Acceptable<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011568272<br>PROJECT: Operation Warp Speed<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AB (b) (4)  
CIN: GFEBS001156827200002

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|---|----------|------|------------|---------|
| 0006AC  | Generator Fencing and Electrical<br>FFP<br>Validation to be completed by the imbedded, in-plant government representative.<br>Early Delivery Acceptable<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0011568272<br>PROJECT: Operation Warp Speed<br>PSC CD: Q999 |          |      | (b) (4)    | (b) (4) |

NET AMT

(b) (4)

ACRN AB  
CIN: GFEBS001156827200003

(b) (4)

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**SECTION C: PERFORMANCE WORK STATEMENT****TITLE: MANUFACTURE AND DISTRIBUTION OF VACCINES IN SUPPORT OF OPERATION WARP SPEED IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC**

C.1 **SCOPE.** The United States Government (USG) seeks to reserve domestic aseptic fill and finish manufacturing capacity for critical vaccines and therapeutics in response to the COVID-19 pandemic. The USG requires reservation of the contractor's available fill/finish manufacturing domestic capacity and for the contractor to allow access to its facility and equipment by a partnering vaccine or therapeutic manufacturer to provide fill/finish services for a (b) (4) vaccine for the USG and the US population.

C.1.1 **Background.** In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. On March 1, 2020, the President of the United States, pursuant to sections 01 and 301 of the National Emergencies Act (50 U.S.C. 1601 et seq.) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency.

C.1.1.1 Under the President's Operation Warp Speed Mission, Health and Human Services (HHS) is leading a whole of nation effort with the primary goal to execute on a well-defined portfolio of COVID-19 vaccine candidates to maximize probability of having one or more safe and effective vaccines as fast as possible for mass distribution. As such, HHS's Biomedical Advanced Research and Development Authority (BARDA) has a specific need to identify US domestic aseptic fill and finish manufacturing capacity for critical vaccines and therapeutics in response to the COVID-19 pandemic to ensure uninterrupted supply throughout the COVID-19 campaign.

C.1.2 **Objective.** (b) (4)

**C.2 APPLICABLE DOCUMENTS.****C.2.1 Federal Documents:**

C.2.1.1 Title 42, Public Health; Code of Federal Regulations, Public Health Service, Department of Health and Human Services; Part 73, Select Agents and Toxins. ([https://www.ecfr.gov/cgi-bin/text-idx?SID=cdbcfac015041e0bc54c92026504ec82&mc=true&tpl=/ecfrbrowse/Title42/42cfrv1\\_02.tpl#0](https://www.ecfr.gov/cgi-bin/text-idx?SID=cdbcfac015041e0bc54c92026504ec82&mc=true&tpl=/ecfrbrowse/Title42/42cfrv1_02.tpl#0))

C.3 **REQUIREMENTS.** Independently, and not as an agent of the USG, in accordance with the Proposals submitted by Grand River Aseptic Manufacturing (GRAM) in response to Request for Proposal Number 75A50120R00013 ("COVID-19 Fill and Finish Manufacturing Capacity"), dated May 11, 2020 and June 12, 2020 (and any subsequent revised Proposal submissions), the contractor shall provide all necessary services, qualified personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, to perform the tasks set forth below.

**C.3.1 CLIN 0001Task 1 – Aseptic Fill and Fill Manufacturing Capacity Reservation**

C.3.1.1 **SUBCLIN 0001AA (Reservation Fee Only):** Reservation of the Filling Line. (b) (4)

(b) (4)

C.3.1.2 SUBCLIN 0001AB: Maintenance and/or Operating of the Fill/Finish. In addition to this contract, the contractor shall coordinate and contract directly with the vaccine or therapeutic product sponsor(s) (b) (4)

C.3.1.2.1 The proposed initial vial configuration shall be (b) (4). The USG anticipates the production of as many units as possible commencing (b) (4). Additional products and vial sizes may be proposed in addition to the (b) (4) vial configuration to maximize use of the fill finish capacity throughout the period of performance.

C.3.1.2.2 The contractor shall comply with the Government-approved Concept of Operations Attachment 3 submitted with the government's Proposal, addressing its Fill/Finish process and operating procedures, in accordance with Contract Data Requirements List (CDRL) A001, Appendix A. At a minimum, the Concept of Operations shall include the details of the relationship with the vaccine or therapeutic product sponsor(s) and the contractor's facility access procedures; line change and validation for BSL2; equipment purchases; and, an Integrated Master Schedule (as an appendix to CDRL A001) for the entire effort. Any revisions to the fill/finish operations or processes and schedule shall require prior USG approval.

C.3.1.2.3 The contractor shall provide a Product Development Source Material and Manufacturing Report, in accordance with CDRL A004, detailing project materials, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material; location and nature of work performed at manufacturing, processing, and fill/finish sites; and location and nature of non-clinical and clinical studies sites.

C.3.1.2.4 (b) (4)

C.3.1.2.5 The contractor shall make facilities used to support this contract accessible to USG representatives for required pre-award and periodic inspections.

C.3.2 Task 2 – Program Management (including employee retention, Surge Staffing, Business Prioritization fees). The contractor shall establish the new capacity in compliance with Federal Drug Administration (FDA) current good manufacturing practices (cGMP) regulations. Title or interest in equipment acquired by contractor under this contract will not vest with the USG

C.3.2.1.1 The contractor shall host a contract Kick-Off Meeting within (b) (4) after contract award via teleconference. The meeting shall be two (2) hours in duration.

C.3.2.1.2 The contractor shall be responsible for management of all activities, subcontractors, etc. to meet the goals of the contract, including holding routine meetings with BARDA, and completion of meeting minutes. For proposal purposes, the contractor shall assume weekly meetings not exceeding one (1) hour in duration throughout the period of performance and provide meeting minutes for each meeting in accordance with CDRL A002. The contractor(s) shall provide monthly Status Reports (in accordance with CDRL A003) that includes capacity availability and utilization, as well as any issues that impact the operational availability of the reserved capacity.

C.3.2.1.3 The contractor shall provide a Facility Security Plan in accordance with CDRL A005 and Attachment 2.

C.3.2.1.4 The contractor shall provide a final Contract Summary Report in accordance with CDRL A006.

C.3.2.1.5 The contractor shall provide a report regarding the (b) (4) [REDACTED] in accordance with CDRL A009.

C.4 Adjustments to the Reservation Period – Timeline

(b) (4) [REDACTED]

C.5 CLIN 0005 Data Deliverables and Milestone Schedule.

C.5.1 The contractor shall provide all data deliverables in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, provided at Appendix A, Section J.

C.5.2 The contractor shall comply with the Milestone Schedule provided at Attachment 1, Section J.

C.6 Listing of Acronyms.

| ACRONYM  | DEFINITION   |
|----------|--|
| BARDA    | Biomedical Advanced Research and Development Authority |
| BSL      | Biosafety Level  |
| COVID-19 | Coronavirus Disease 2019                               |
| FDA      | Federal Drug Administration                            |
| cGMP     | Current Good Manufacturing Practices                   |
| HHS      | Health and Human Services                              |
| USG      | United States Government                               |

C.7 All documents attached to this contract are enforceable terms and conditions.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | N/A         | N/A        | N/A         | N/A        |
| 0001AA | Destination | Government | Destination | Government |
| 0001AB | Destination | Government | Destination | Government |
| 0001AC | Destination | Government | Destination | Government |
| 0002   | N/A         | N/A        | N/A         | N/A        |
| 0002AA | N/A         | N/A        | N/A         | Government |
| 0002AB | N/A         | N/A        | N/A         | Government |
| 0002AC | N/A         | N/A        | N/A         | Government |
| 0002AD | N/A         | N/A        | N/A         | Government |
| 0002AE | N/A         | N/A        | N/A         | Government |
| 0003   | Destination | Government | Origin      | Government |
| 0004   | Destination | Government | Origin      | Government |
| 0005   | Destination | Government | Destination | Government |
| 0006   | N/A         | N/A        | N/A         | N/A        |
| 0006AA | N/A         | N/A        | N/A         | Government |
| 0006AB | N/A         | N/A        | N/A         | Government |
| 0006AC | N/A         | N/A        | N/A         | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN   | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS   | DODAAC / CAGE |
|--------|---------------|----------|---|---------------|
| 0001   | N/A           | N/A      | N/A   | N/A           |
| 0001AA | 04-AUG-2020   | 1        | N/A<br>FOB: Destination   |               |
| 0001AB | 31-AUG-2020   | 1        | W6QK ACC-APG NATICK<br>[REDACTED]<br>CONTRACTING DIVISION<br>BLDG 1 GENERAL GREENE AVENUE<br>NATICK MA 01760-5011<br>[REDACTED]<br>FOB: Destination | W911QY        |
| 0001AC | 30-SEP-2020   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 31-OCT-2020   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 30-NOV-2020   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 31-DEC-2020   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 31-JAN-2021   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 28-FEB-2021   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 31-MAR-2021   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 30-APR-2021   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 31-MAY-2021   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |
| 0001AC | 30-JUN-2021   | 1        | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | W911QY        |

|        |             |     |  |        |
|--------|-------------|-----|--|--------|
| 0001AC | 31-JUL-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0002   | N/A         | N/A | N/A  | N/A    |
| 0002AA | 30-JAN-2021 | 1   | W6QK ACC-APG NATICK<br>[REDACTED] DIVISION<br>BLDG 1 GENERAL GREENE AVENUE<br>NATICK MA 01760-5011<br>[REDACTED]<br>FOB: Destination | W911QY |
| 0002AB | 31-JAN-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0002AC | 31-JAN-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0002AD | 31-JAN-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0002AE | 31-JAN-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0003   | 31-AUG-2020 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0003   | 30-SEP-2020 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0003   | 31-OCT-2020 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0003   | 30-NOV-2020 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0003   | 31-DEC-2020 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0003   | 31-JAN-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0004   | 31-JUL-2021 | 1   | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | W911QY |
| 0005   | N/A         | N/A | N/A  | N/A    |
| 0006   | N/A         | N/A | N/A  | N/A    |
| 0006AA | 31-OCT-2020 | 1   | N/A<br>FOB: Destination  |        |
| 0006AA | 30-NOV-2020 | 1   | N/A<br>FOB: Destination  |        |

|                    |   |                         |
|--------------------|---|-------------------------|
| 0006AA 31-DEC-2020 | 1 | N/A<br>FOB: Destination |
| 0006AA 31-JAN-2021 | 1 | N/A<br>FOB: Destination |
| 0006AA 28-FEB-2021 | 1 | N/A<br>FOB: Destination |
| 0006AA 31-MAR-2021 | 1 | N/A<br>FOB: Destination |
| 0006AA 30-APR-2021 | 1 | N/A<br>FOB: Destination |
| 0006AA 31-MAY-2021 | 1 | N/A<br>FOB: Destination |
| 0006AA 30-JUN-2021 | 1 | N/A<br>FOB: Destination |
| 0006AA 31-JUL-2021 | 1 | N/A<br>FOB: Destination |
| 0006AB 31-DEC-2020 | 1 | N/A<br>FOB: Destination |
| 0006AC 28-FEB-2021 | 1 | N/A<br>FOB: Destination |

Section G - Contract Administration Data

**G.1 GOVERNMENT CONTRACT ADMINISTRATION**

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

**Procuring Contracting Officer:**

(b) (6)

Bldg 1, General Greene Avenue  
Natick, MA 01760-5011

**Contract Specialist:**

(b) (6)

Bldg 1, General Greene Avenue  
Natick, MA 01760-5011

**DCMA:**

(b) (6)

Administrative Contracting Officer / DCMA Detroit-Grand Rapids

(b) (6)

(b) (6)

(b) (6)

**Contracting Officer's Representative (COR)**

(b) (6)

HHS/ASPR/BARDA/IEIDD

(b) (6)

(b) (6)

**G.2 GOVERNMENT TECHNICAL POINT OF CONTACT**

(b) (6)

Branch Chief CDMO Network  
Pharmaceutical Countermeasures Infrastructure (PCI)  
Biomedical Advanced Research and Development Authority (BARDA)  
Office of the Assistant Secretary for Preparedness and Response (ASPR)  
Department of Health and Human Services (HHS)

(b) (6)

**G.3 CONTRACTOR'S CONTRACT ADMINISTRATION**

Primary: (b) (6)

**G.4 PLACES OF PERFORMANCE**

Primary: (b) (6)

Address: Grand Rapids, MI 22102

CAGE Code 6ZL94

**G.5 NOTIFICATION OF REVISIONS AND CHANGE**

Notification of revision or changes to names or email addresses will be provided by official correspondence from the PCO/ACO or office of the PCO/ACO in lieu of a contract modification. This does not apply to any such revisions or changes in the event this contract includes a key personnel clause.

**ACCOUNTING AND APPROPRIATION DATA**

AA: 0212020202120400000664643252 S.0074658.5.9 6100.9000021001

COST CODE: A5XAH

(b) (4)

AB: 0212020202120400000664643255 S.0074658.5.9 6100.9000021001

COST CODE: A5XAH

(b) (4)

| ACRN | CLIN/SLIN | CIN                 | AMOUNT  |
|------|-----------|---------------------|---------|
| AA   | 0001AA    | GFEB001153321000010 | (b) (4) |
|      | 0001AB    | GFEB001153321000020 | (b) (4) |
|      | 0001AC    | GFEB001155206300001 | (b) (4) |
|      | 0002AA    | GFEB001153321000050 | (b) (4) |
|      | 0002AB    | GFEB001153321000060 | (b) (4) |
|      | 0002AC    | GFEB001153321000070 | (b) (4) |
|      | 0002AD    | GFEB001153321000080 | (b) (4) |
|      | 0002AE    | GFEB001153321000090 | (b) (4) |
|      | 0003      | GFEB001153321000040 | (b) (4) |
|      | 0004      | GFEB001153321000030 | (b) (4) |
| AB   | 0006AA    | GFEB001156827200001 | (b) (4) |
|      | 0006AB    | GFEB001156827200002 | (b) (4) |
|      | 0006AC    | GFEB001156827200003 | (b) (4) |

**CLAUSES INCORPORATED BY FULL TEXT****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:

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

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

(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.

---

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

(i) For fixed price line items—

“Invoice 2in1”

(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       | HQ0337                            |
| Issue By DoDAAC           | W911QY                            |

|                           |        |
|---------------------------|--------|
| Admin DoDAAC**            | S2305A |
| Inspect By DoDAAC         | _____  |
| Ship To Code              | W911QY |
| Ship From Code            | _____  |
| Mark For Code             | TBD    |
| Service Approver (DoDAAC) | S2305A |
| Service Acceptor (DoDAAC) | S2305A |
| Accept at Other DoDAAC    | S2305A |
| LPO DoDAAC                | _____  |
| DCAA Auditor DoDAAC       | _____  |
| Other DoDAAC(s)           | _____  |

(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.

TBD

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

(End of clause)

## Section H - Special Contract Requirements

### **H.3 Disclosure of Information:**

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

Consistent with HHS Directive 1139, the Contractor shall comply with HHS requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the HHS's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

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

### **H.4 Publication and Publicity**

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government, for additional information see HHSAR 352.227-70. Publications and Publicity (Dec 2015).

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

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

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

(d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract No. W911QY-20-P-0086."

## **H.5 Organizational Conflicts of Interest:**

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

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

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

Whenever performance of this contract provides access to another Contractor's proprietary information, the Contractor shall:

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

## **H.6 Confidentiality of Information**

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

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

#### **H.7 PAYMENT IN THE EVENT OF TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT**

The Government has entered into a contract to acquire BSL2 vial fill-finish capacity for a one-year PoP IAW the contract delivery schedule. In consideration for this contract, the contractor has turned away reservation of this capacity with other customers. In the event of a termination for the convenience of the Government, the Contractor will utilize commercially reasonable efforts to secure a replacement customer. To the extent Contractor cannot secure a replacement customer, the Government will continue to pay the SLIN0001AB and liquidate the advanced payment at SLIN0001AA through the end of the original term of the contract or pay the remainder of the SLIN0001AB as a lump sum if a lump sum payment is determined by the Termination Contracting Officer (TCO) to be in the best interest of the Government. The Contractor shall not be paid for any portion of the reservation fee which reasonably could have been avoided. In no event, shall the sum total of payments made to the Contractor under the Contract and termination settlement exceed the contract's total price.

#### **H.8 Contract Financing**

(1) Except as otherwise provided in the contract, delivery payments shall be made only for completed supplies and services accepted by the Government in accordance with the terms of the contract.

(2) This contract provides for commercial advance payments of a reservation fee of (b) (4) following contract award. This is (b) (4) of the Reservation Fee (Sub Line Item Number 0001AA).

(3) Specific conditions of contractor entitlement to those financing payments: Upon contract award, GRAM will become entitled to payment for the Reservation Fee and shall invoice for the advance payment.

(4) Liquidation of those financing payments by delivery payments: The advance payment of the reservation fee will be liquidated at the rate of (b) (4) per month of performance.

(5) In accordance with FAR 32.202-4 (a)(2), the contracting officer has determined the offeror's financial condition to be adequate security, provided the offeror agrees to provide additional security should that financial condition become inadequate as security;

(6) Upon award the contractor shall invoice for the reservation fee.

(7) See Clauses 52.212-4(i) and 52.232-29 for additional payment terms and conditions.

#### **H.9 BARDA Facility Security Requirements.**

“Facility Security Plan

1. At the time of issuance of this proposal, (b) (4)

The government acknowledges this constraint, and due to urgency, the government will consider adding additional effort and funding to meet this requirement after contract award and upon receipt of a change proposal provided not later than 60 days after award. In the event that GRAM does not provide an adequate change proposal within 60

days, the Government will withhold payment of CLIN 0001, SLIN 0001AB until an adequate change proposal is accepted by the Government.

2.This has been satisfied in P00003.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.203-3     | Gratuities  | APR 1984 |
| 52.204-25    | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. | AUG 2020 |
| 52.212-4     | Contract Terms and Conditions--Commercial Items   | OCT 2018 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials   | SEP 2011 |
| 252.203-7003 | Agency Office of the Inspector General  | AUG 2019 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders   | DEC 1991 |
| 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data      | JUL 2019 |
| 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 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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.)

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

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

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

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

(5) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (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 (JUN 2020) (15 U.S.C. 637(d)(4)).

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

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (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 (MAR 2020) (15 U.S.C. 657f).

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

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

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

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

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

\_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

**X** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

\_\_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

**X**(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

**X**(30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

**X** (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

**X** (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

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

**X ( 33)** 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

**X** (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

**X** (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

**X** (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

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

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

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

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

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

**X** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

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

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

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

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

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

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

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

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

**X** (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

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

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

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

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

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

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION                                      | PAGES | DATE        |
|---------------|--|-------|-------------|
| Exhibit A     | Appendix A_CDRL                                  |       | 02-AUG-2020 |
| Attachment 1  | Milestone Schedule V1                            |       | 01-SEP-2020 |
| Attachment 2  | Concept of Operations                            |       | 04-AUG-2020 |
| Attachment 3  | OWS Required<br>ContentBARDA Security<br>PLAN V1 |       | 01-SEP-2020 |