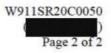
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8. NAME AND ADDRESS OF CONTRA QUALITY MPACT NC. 1010 879 SHELI BLVD APT 104 FOSTER CITY CA 94404-2529	CTOR (	No., Street, County,	State and Zip Code)		9B. DATED (S	EE II	TEM 11	
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CODD CLOND	11.		APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS			
(a) By completing Items 8 and 15, and return or (c) By separate letter or telegram which inc RECEIVED AT THE PLACE DESIGNATED REJECTION OF YOUR OFFER Ifby virtue	ing cludes a re D FOR TH e of this and nee to the s	copies of the amendme ference to the solicitation E RECEIP TOF OFFERS endment you desire to ch solicitation and this amen	cified in the solicitation or as amended by one of nt; (b) By acknowledging receipt of this amendm and amendment numbers FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may dment, and is received prior to the opening hour a	ACK D M	n each copy of the of NOWLEDGMENT AY RESULTIN ade by telegramor let	TO BE		
			TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM		ANT TO: (Specify a	authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE N	AD	EINTH	ΙE
office, appropriation date, etc.) SE	T FORT	H IN ITEM 14, PUR	TO REFLECT THE ADMINISTRAT			as ch	anges in	ıpaying
C. THIS SUPPLEMENTAL AGREEM	IENT IS	ENTERED INTO P	URSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modificate Assignment of Claims Act of 1940, a			41 U.S.C 6305.					
E. IMPORTANT: Contractor is	not,	X is required to si	gn this document and return1	co	pies to the issuin	goff	ice.	
14. DESCRIPTION OF AMENDMENT/ where feasible.) Modification Control Number:	MODIFI (6)	CATION (Organized	by UCF section headings, including solid	itat	ion/contract subj	ect n	atter	
due under this contract should be made	de to Sta nd to be	ar Funding, Inc. legally sufficient on	Edgew ood Contracting Division to refle 14 September, 2020 by Legal and appr he modification.					
All other terms and conditions remain t	the same	a.						
Except as provided herein, all terms and condition	is of the do	cument referenced in Iter	9A or 10A, as heretofore changed remains uncha	nged	and in full force and	effect		
15A. NAME AND TITLE OF SIGNER (1			<sup>16A.</sup> (b) (6)	ONT	RACTING OFFIC	CER	(Туре с	or print)
ISB CONTRACTOR/OFTENOR		150 DATE GOT	TEL:	DIC	EMAL: (D) (6)		1.00	DATE SCATE
(b) (6)		15C. DATE SIGNE	D 16B. UNITED STATES OF AME	RIC	A		100	C. DATE SIGNED
(Signature ) f person authorized to si	ign)	9/16/2020	(Signature of Contracting Of	fice	r)			
EXCEPTION TO SF 30			30-105-04		STA	AND.	ARD FO	ORM 30 (Rev. 10-83

APPROVED BY OIRM 11-84

Prescribed by GSA FAR (48 CFR) 53.243



#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

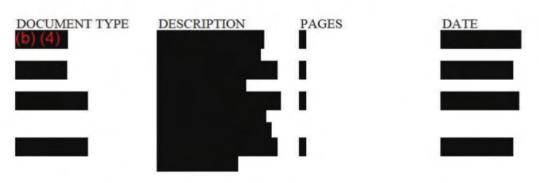
### SUMMARY OF CHANGES

#### SECTION SF 1449 - CONTINUATION SHEET

#### TABLE OF CONTENTS

#### The Table of Contents has changed from:

### Exhibit/Attachment Table of Contents



to:

### Exhibit/Attachment Table of Contents



(End of Summary of Changes)

A001       Report, Record of Meeting/Minutes       Kick-Off Meeting Minutes         4. AUTHORNY (Data Acquation Document No.)       5. CONTRACT REFRENCE SOW Part 4.1.1       5. REGUMENT SUBJECT STRUMMENT       5. REGUMENT SUBJECT STRUMMENT       5. REGUMENT SUBJECT STRUMMENT       10. DEFECTION SUBJECT STRUMMENT       10. DEFECTION SUBJECT STRUMMENT       10. DEFECTION SUBJECT STRUMMENT       14. DESTRUMENT       10. DEFECTION SUBJECT STRUMMENT       10. DEFECTION SU		CONTRACT	(2 Data		ENTSLIST		Form Approv OMB No. 07		88		
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#### INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

#### FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

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

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

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

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

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

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

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

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

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

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

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

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

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

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

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

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

Item 12. Specify when first submittal is required.

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

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

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

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

#### FOR THE CONTRACTOR

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

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

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

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

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

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

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

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

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

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

# INTEGRATED SYRINGE AND NEEDLE UNITS FOR COVID-19 NATIONAL EMERGENCY RESPONSE

The Syringe and Needle Units shall include the following components: (1) individually wrapped sterile syringes with individually wrapped sterile needles, (2) sterile needle/syringe combination unit, or (3) a mixture of combinations units and individually wrapped syringes with equal number of individually wrapped sterile needles.

The Offeror shall identify the country of origin, as specified in the subsequent Tabs in this document.

The hypodermic syringes shall be FDA cleared for the use to inject medicines and vaccines into, or withdraw fluids from the body. The Offeror shall provide their preauthorization from the FDA

Labeling: The Needles and Syringes Units shall be labeled in accordance with 21 CFR Part 801 as it relates to intended use.

Shipping and packaging shall be in accordance with Title 21 Code of Federal Regulations (CFR), Subpart K.

Ship to:

SHIP TO DODAAC: STORAGE RIC: OWNER RIC:

# DISPENSING SYRINGE

## CRITERIA

**Description**: Dispensing syringe shall allow for the controlled and precise flow of liquid. They are used to inject medications or other liquids into body tissues. Manual syringes shall consist of a barrel, stopper, and plunger.

Specifications: Dispensing syringes shall comply with the following:

The Contractor shall comply with 21 Code of Federal Regulations (CFR) 880.5860 and Current Good Manufacturing Practice (cGMP). The contractor shall follow Internaltional Standards Organization (ISO) 7886-1:2017.

a. The device shall be intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle.

b. Heavy duty barrel. The barrel shall have a scale showing the capacity of the syringe.

c. Stopper. The stopper shall maintain the fluid in the barrel between the syringe nozzle and the Plunger.

d. Plunger. The plunger shall aspirate and inject fluids into and out of the syringe

e. Disposable

f. Luer lock to accept luer hub applicator (e.g. needle)

g. Acceptable sizes are 1mL and 3mL

h. Sterile individually wrapped packaging

510(k) Approval Letters

PERFORMANCE SPECIFICATIONS:

Class II Performance Standards: The Offeror shall:

(1) Utilize FDA-approved dispensing syringes

(2) Individually wrap and sterilize each syringe prior to shipment

# COMBINATION NEEDLE (SAFETY NEEDLE) AND SYRINGE UNIT:

syringe coupled with needle for safety shall be acceptable as long as the components comply with all of the specifications above, except for the needle and syringe are

# packaged together.

Syringe: Sizes acceptable are 1ml or 3ml

Needle: 23 Gauge, Length 1," or 1.5" and/or 25 Gauge, Length 1"

510(k) Approval Letters

**Country of Origin** 

# HYPODERMIC NEEDLE

## CRITERIA

**Description**: Hypodermic needles are slender, hollow instruments for introducing material into the body parenterally

Specifications: The Hypodermic Needle shall comply with the following:

The contractor shall comply with 21 Code of Federal Regulations (CFR) 880.5570 and Current Good Manufacturing Practice (cGMP). The contractor shall follow International Standards Organization (ISO) 7864, single use hypodermic needles.

a. Shall be a device intended to inject fluids into, or withdraw fluids from, parts of the body below the surface of the skin. The device consists of a metal tube that is sharpened at one end and at the other end joined to a female connector (Luer hub) designed to mate with a male connector (Luer lock nozzle) of a piston syringe or intravascular administration set.

b. Disposable

c. Luer hub to attach to luer lock

d. Acceptable 23 Gauge, Length 1," or 1.5", and/or 25 Gauge, Length 1"

e. Sterile individually wrapped packaging

f. Safety-engineered

510(k) Approval Letters

**Country of Origin** 

PERFORMANCE SPECIFICATIONS:

Class II Performance Standards: The Offeror shall:

(1) Utilize FDA-approved needles

(2) Individually wrap and sterilize each needle prior to shipment

# COMBINATION NEEDLE (SAFETY NEEDLE) AND SYRINGE UNIT:

Hypodermic syringe coupled with integrated needle for safety shall be acceptable as long as the components comply with all of the specifications above, except for the needle and syringe are **packaged together** 

Needle: 23 Gauge, Length 1," or 1.5" and/or 25 Gauge, Length 1"

Syringe: Sizes acceptable are 1ml or 3ml

510(k) Approval Letters

**Country of Origin** 

Company	Total Unit by December	Total after December
Quality Impact	18114	BITAL COL

	-	Syringe Distro				
	Point of Contact to Schedule Delivery Date/Time	Locations	Total in Cartons	Total in Each 😈 🕼	Total in Pallets	
Quality Impact	(b) (6).	19) (6) 18:1(6)		(b) (4)	-	
Quality Impact		(b) (6) 15 (16) 15 (16)	-	(b) (4)	-	
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Quality Impact	(b) (6) (b) (6) (b) (6)	(b) (6) (b) (6)	1983	(6) (4)	-	
Juality Impact	(b) (6) (b) (6)	0) (0) (0) (0) (0) (0)		(6) (4)		
Quality Impact	(b) (6) (b) (6)	B) (6)	-	(b) (4)		
	(b) (6)	TOTAL	(6) (4)	(6) (6)		

Important Note: Please contact the point of contact for the respective location in order to schedule a delivery time and date before shipping any product.

Company	Total total by December	Total total after December
Quality Impact	Read and a second se	BT/A)

		Syringe Distro		-		
	Point of Contact to Schedule Delivery Date/Time	Locations	Total in Cartons	Total in Each (b) (d)	Total in Pallets	
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Quality Impact	(b) (6) (b) (6) (b) (3)	10 (E) 19/ (K)	_	(b) (4)	_	
Quality Impact	(b) (6) (b) (6)	161 (6) 161 (6)	_		_	No product deliveries from
	(b) (6) (b) (6)	101/01		(b) (4)	-	(b) (6), (b) (4)
Quality Impact	(b) (6) (b) (6) (b) (6)	(b) (6) (b) (6) (b) (6)	10113	(b) (4)		
Quality Impact	(b) (6) (b) (6)	(b) (B) -		(5) (4)	•	
Juality Impact	(b) (6) (b) (6)	101 (G)	-	(b) (4)		
		TOTAL	(6) (4)	(0) (4)		

Important Note: Please contact the point of contact for the respective location in order to schedule a delivery time and date before shipping any product.

### ASSIGNMENT

ASSIGNMENT dated as of August 27, 2020 between Quality Impact Inc., a corporation organized under the laws of the State of Delaware and having an office at (b) (c)

b) (6) a corporation organized under the laws of the State of New York (the "Assignee").

WHEREAS, the Assignor and USA CONTRACTING CMD-APG. - W911SR (the "Contracting Agency") have heretofore entered into an agreement for the delivery of specified quantities of Safety Needle/Syringe Combo, bearing Contract No. W911SR20C0050 (as heretofore amended or modified, and as it may be further amended or modified from time to time, the "Contract"); and

WHEREAS, the Contracting Agency has heretofore issued certain Orders for Supplies or Services under the Contract for certain quantities of Safety Needle/Syringe Combo specified therein (the "Financed Goods'); and

WHEREAS, the Assignee has heretofore agreed to make certain advances and other financial accommodations to the Assignor pursuant to a Supply Agreement and/or a Factoring Agreement dated August, 27, 2020 between the Assignor and the Assignee (as it may be amended from time to time, the "Agreements"), for the purpose of financing the Assignor's purchase and delivery of the Financed Goods pursuant to the Financed Delivery Orders, subject to the condition precedent that the Assignor enter into this agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. <u>Assignment of Rights</u>. The Assignor hereby irrevocably sells and assigns to the Assignee, making the Assignee absolute owner thereof, all of Assignor's rights, title and interests in and to all monies and claims for monies due or to become due from the Contracting Agency to the Assignor under or pursuant to the Contract, and all of Assignor's rights, title and interests in and to all monies and claims for monies due or to become due from the Contracting Agency to the Assignor under or pursuant to the Contract, and all of Assignor's rights, title and interests in and to all monies and claims for monies due or to become due from the Contracting Agency to the Assignor under or pursuant to the Contract (the rights, title and interests set forth above herein collectively called the "Assigned Claims"). The Assignor hereby authorizes and directs the Contracting Agency to pay all amounts due in respect of the Contract directly to the Assignee by wire transfer in accordance with the following instructions (which may be modified by Assignee from time to time in writing):



2. Representations and Warranties to Assignor. The Assignor hereby represents and warrants to the Assignee that (a) the Assignor is a duly organized and validly existing corporation under the laws of the State of Delaware, (b) the Assignor has duly executed and delivered this Assignment, (c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms, (d) the execution, delivery and performance of this Assignment (i) is within the authority of the Assignor and has been duly authorized by all necessary corporate proceedings, (ii) will not violate or conflict with the charter documents or by-laws of the Assignor and (iii) will not conflict with, or constitute default under, or result in a violation of, any agreement (including, but not limited to the Contract and the Financed Delivery Orders), instrument, judgment, decree, statute, rule or regulation to which the Assignor or any of its assets are subject, (e) the Contract and the Financed Delivery Orders are in full force and effect and no default or event which, with the giving of notice or the lapse of time or both, would constitute a default thereunder has occurred with respect to either party thereto, (f) except as provided below, the Assigned Claims are not subject to any lien, security interest or other encumbrance and (g) no surety bond has been issued in respect of the Contract or any Financed Delivery Order.

3. <u>Covenants of Assignor</u>. The Assignor hereby covenants to the Assignee that, unless the Assignee agrees otherwise In writing, the Assignor shall (i) perform all of its obligations under the Contract and the Financed Delivery Orders, (ii) promptly notify the Assignee of any default by the Contracting Agency and of any default or alleged default by the Assignor under the Contract or any Financed Delivery Order, (iii) deliver to the Assignee such additional documents or instruments, and perform such additional acts, as the Assignee may reasonably request in order to assure the enforceability and priority of the Assignee's interest in the Assigned Claims and the enforceability of the Assignee's rights hereunder, (iv) not amend or modify the Contract or any Financed Delivery Order or give any consent, waiver or approval thereunder, (v) not waive any default under or breach of the Contract or any Financed Delivery Order, (vi) not create or suffer to exist any lien, security interest or other encumbrance upon the Assigned Claims, other than the lien and security interest granted hereunder and the security interest referred to below and (vii) not take any other action in connection with the Contract or any Financed Delivery Order which would impair the interest or rights (or value thereof) of the Assignor or the Assignee in connection therewith.

4. <u>Right to Cure</u>. If the Assignor fails to perform any obligation under any Financed Delivery Order, the Assignee shall have the right but not the duty to cause such obligation to be performed by any other person or entity acceptable to the Contracting Agency. Any amounts expended by the Assignee for such purpose shall constitute additional obligations of the Assignor secured hereby.

5. <u>No Delegation or Assumption of Duties</u>. Nothing herein contained shall be construed as a delegation or assignment by the Assignor or an assumption by the Assignee of any duties, obligations or liabilities of the Assignor under the Contract or any Financed Delivery Order, The Assignor shall remain fully liable for the performance of each obligation to be performed by it under the Contract. The execution and delivery by the Assignee of this Assignment shall not subject the Assignee to any liability or obligation under or pursuant to the Contract or any Financed Delivery Order.

6. <u>Obligation of Assignor to Remit Payments to Assignee</u>. All payments received by the Assignor in respect of any Financed Delivery Order shall be held by the Assignor in trust for the benefit of the Assignee and shall promptly be delivered to the Assignee.

7. <u>Assignee Appointed Attorney-in-Fact</u>. The Assignor hereby irrevocably appoints the Assignee the Assignor's attorney-in-fact, with full power of substitution, for the purpose of taking such action and executing such agreements, instruments, notices, certificates and other documents, in the name of the Assignor or otherwise, as the Assignee may deem necessary or advisable to accomplish the purpose hereof, including without limitation the institution of legal and/or administrative proceedings to enforce the performance or observance of the obligations of the Contracting Agency under the Contract with respect to the Financed Delivery Orders.

8. <u>Right to Enforce Assigned Claims</u>. The Assignee may exercise with regard to the Assigned Claims, in addition to all other rights and remedies granted to it under the Agreements Agreement or any other instrument or agreement relating thereto, all rights and remedies available to it under applicable law as owner of the Assigned Claims.

9. <u>No Waiver: Cumulative Remedies: Reassignment</u>. No delay or failure by the Assignee in the exercise of any right, power of remedy shall constitute a waiver thereof, and no single or partial exercise by the Assignee of any right, power or remedy shall preclude other or further exercise thereof or the exercise of any other right, power or remedy. This Assignment may be changed or modified only by a written agreement signed by the Assignee and consented to by the Contracting Agency, and no course of dealing between the Assignor and the Assignee shall be effective to change or modify this Assignment or the security interest granted hereby. The rights hereby assigned may not be reassigned without the consent of the Contracting Agency. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Assignee, whether at law, in equity or otherwise.

10. <u>Notices</u>. Any communication, notice or demand to be given hereunder to either party hereto shall be in writing and shall be delivered, in accordance with the terms of the Agreements, if to the Assignor, to its offices at 879 Shell Blvd #104, Foster City, California 94404 Attention; Jonathan T. Barker and, if to the Assignee, to its offices at 237 West 37th Street, New York, New York 10018, Attention: Mr. Martin Weingarten or, as to either party, to such other address as may be designated by such party by a notice in writing to the other party hereto.

11. <u>Costs and Expenses</u> The Assignor hereby agrees to pay on demand all reasonable costs and expenses of the Assignee (including without limitation all fees and disbursements of counsel) incurred by the Assignee in connection with the preparation of this Assignment and all documents and instruments relating hereto, the preparation of any amendments to or waivers of this Assignment or said documents and instruments, the enforcement of the Assignee's rights hereunder and the collection of and realization upon the Assigned Claims. All such costs and expenses shall constitute additional obligations secured hereby.

12. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws or choice of law.

13. <u>Submission to Jurisdiction</u>. (a) The Assignor hereby submits to the non-exclusive jurisdiction of all Federal and State courts sitting in New York, New York, and agree that any process or notice of motion or other application to any of said courts or a judge thereof may be served upon the Assignor, within or without such court's jurisdiction, by registered mail or by personal service, at the address of the Assignor specified in Section 10 hereof (or at such other address as the Assignor shall specify by a prior notice in writing to the Assignee), provided a reasonable time for appearance is allowed.

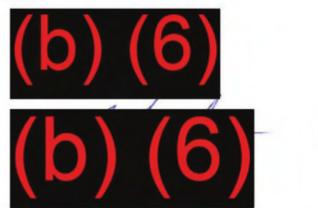
(b) The Assignor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Assignment brought in any Federal or State court sitting in New York, New York and hereby further irrevocably waives any Claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) Notwithstanding the foregoing, the Assignee may sue the Assignor in any other jurisdiction where the Assignor or any of its assets may be found and may serve legal process upon the Assignor in any other manner permitted by law.

(d) ASSIGNOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO: (i) THIS ASSIGNMENT; OR (ii) THE VALIDITY, PROTECTION OR INTERPRETATION HEREOF OR THE COLLECTION OF AMOUNTS OWING HEREUNDER; OR (iii) ENFORCEMENT HEREOF; OR (iv) ANY OTHER CLAIM OR DISPUTE WHATSOEVER ARISING BETWEEN ASSIGNOR AND ASSIGNEE; OR (v) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN ASSIGNOR AND ASSIGNEE; OR (vi) ANY CONDUCT, ACTS OR OMISSIONS OF ASSIGNOR OR ASSIGNEE OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH ASSIGNOR OR ASSIGNEE, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized offices as of the date first above written.



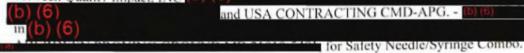




#### Notice of Assignment

To: Aaron Skinner

This has reference to Contract No. W911SR20C0050 dated August 03, 2020, entered into between Quality Impact, INC (b) (6)



Moneys due or to become due under the contract described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act of 1940, as amended, (31 U.S.C. 3727, 41 U.S.C. 6305).

A true copy of the instrument of assignment executed by the Contractor on August 27, 2020, is attached to the original notice.

Payments due or to become due under this contract should be made to the undersigned assignee.



Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,



Acknowledgement

Receipt is acknowledged of the above notice and of a copy of the instrument of assignment. They were received 15 to (a.m.) (0.m) on 16 5 , 20 .



On behalf of USA CONTRACTING CMD-APG. - W911SR

AMENDMENT OF SO	LICIT	ATION/MODII	FICATION OF CONTRACT	[	1 CONTRACT	ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO			5 PROJEC	TNO (Ifapplicable)
P00003		26-Oct-2020	SEE SCHEDULE			JIROLE	rito (happicaole)
5 ISSUED BY	CODE	W911SR	7 ADMINISTERED BY (Ifother than item 6)	)	CO	DE	
USA CONTRACTING CMD-APG W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-540	1		See Item 6				
8. NAME AND ADDRESS OF CONTR	ACTOR	(No., Street, County,	State and Zip Code)	Т	9A. AMENDM	ENT OF S	DLICITATION NO.
QUALITY MPACT NC.				┢	9B. DATED (S	EE ITEM 1	1)
				x	W911SR20C00	050	CT/ORDER NO.
				x	10B. DATED 03-Aug-2020	SEE ITEM	[ 13)
CODE 8LGM8	11	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI		oo riug LoLo		
The above numbered solicitation is amende		and the statement of the statement	and the second second		is extended,	is not ext	
RECEIVED AT THE PLACE DESIGNAT REJECTION OF YOUR OFFER If by vir	ED FOR T tue of this a rence to the	HE RECEIPT OF OFFERS mendment you desire to cha e solicitation and this amen	and amendment numbers FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may dment, and is received prior to the opening hour	D M. be m	AY RESULT IN ade by telegramor let		
2. ACCOUNT ING AND APPROPRIA	ITION D	ATA (II required)					
13.			TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN IT			authority) THE CHANGES SET FORTH	IIN	ITEM 14 ARE N	IADE IN T	HE
office, appropriation date, etc.)	ET FOR	TH IN ITEM 14, PUR	TO REFLECT THE ADMINISTRATI			as changes	in paying
C. THIS SUPPLEMENTAL AGREE	MENTI	SENTERED INTO P	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modific	ation and	l authority)					
E. IMPORTANT: Contractor X	is not,	is required to sig	gn this document and return	co	pies to the issuin	g office.	
where feasible.)	(MODIF) (6)	FICATION (Organized	by UCF section headings, including soli	citat	ion/contract subj	ect matter	
1) Add Period of Performance from processing of the invoices per DFA		st.	, for CLIN 0006 Change to /	Air F	reight T&M, to al	low for the	
All other terms and conditions remain	n the san	ne.					
		100 March 100 Ma	9A or 10A, as heretofore changed, remains unch	-			
15A. NAME AND TITLE OF SIGNER	(1ype o	r print)	16A. NAME AND TITLE OF CO				or print) mil
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	16B. UNITED STATES OF AME BY	ERIC	A		5C. DATE SIGNED 26-Oct-2020
(Signature of person authorized to	sign)		(Signature of Contracting O	ffice	r)		20-001-2020
EXCEPTION TO SF 30			30-105-04		STA	NDARD F	ORM 30 (Rev. 10-8

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

#### SECTION SF 1449 - CONTINUATION SHEET

### DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 0006 has been added:



(End of Summary of Changes)

AMENDMENT OF SOLICI	TATION/MODIE	FICATION OF CONTRACT	1 CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	J	SPROTO	1 3 NO (If applicable)
00004	18-Dec-2020	4 REQUISITION/PURCHASE REQ NO		FROJECI	no (nappicaole)
ISSUED BY CODE		7 ADMINISTERED BY (Ifother than item 6)		DE	
USA CONTRACT NG CMD-APG, - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	Wallok	See Item 6			
NAME AND ADDRESS OF CONTRACT O QUALITY MPACT INC. (b) (6) (b) (c)			9B. DATED (	SEE ITEM 1 F CONTRAC 050 (SEE ITEM	CT/ORDER NO.
DDE 8LGM8	FACILITY COL	DE APPLIES TO AMENDMENTS OF SOLIC			
RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER If by virtue of th	R THE RECEIPT OF OFFERS is amendment you desire to cha the solicitation and this amen	and amendment numbers FAILURE OF YOUR AG PRIOR TO THE HOUR AND DATE SPECIFIED inge an offer already submitted, such change may be dment, and is received prior to the opening hour an	MAY RESULT IN made by telegram or 1		
	ITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	ORDERS		
		CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	)A.				
<ul> <li>B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FC</li> <li>C. THIS SUPPLEMENTAL AGREEMENT Bilateral IAW FAR 52, 212-4(c)</li> </ul>	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAR		i as changes i	n paying
D. OTHER (Specify type of modification a	and authority)				
IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	copies to the issui	ng office.	
4. DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: (b) (6 The purpose of this modification is to: 1-Add additional funding to Time and Mater Exceed (NTE) amount from (b) (4)				oject matter ease the Not	to
All other terms and conditions remain the s	ame.				
scept as provided herein, all terms and conditions oft	he document referenced in Item	9A or 10A, as heretofive changed, remains unchan	ged and in full force an	d effect	
5A. NAME AND TITLE OF SIGNER (Type		16A. NAME AND TITLE OF CON (b) (6) / CONTRACTING OFFICE TEL: (b) (6)	TRACTING OFF		or print)
	15C. DATE SIGNE			16	C DATE OF CALE
5B. CONTRACTOR/OFFEROR	TSC. DATE SIGNE	BY (b) (6)			C. DATE SIGNED

FAR (48 CFR) 53.243

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) SUPPLIES OR SERVICES AND PRICES CLIN 0006 The estimated/max cost has increased by (b) (4) The total cost of this line item has increased by (b) (4)

SUBCLIN 000601 is added as follows:

ITEM NO 000601	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Funding for CLIN 0006 FFP				
	Funding for CLIN 0006 PURCHASE REQUEST 1	NUMBER: (b) (4	)		

	NET AMT	(b) (4)
ACR (b) (4)		(b) (4)

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)

SUBCLIN 000601: Funding on SUBCLIN 000601 is initiated as follows:

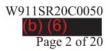
ACRN:

(b) (4)			
INSPECTION AND ACCEPTA	NCE		
The following Acceptance/Inspe	ction Schedule was added f	for SUBCLIN 000601:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

(End of Summary of Changes)

CMARY MENCT NC.       9B. DA         x       10A. IN         SODE       BLGMB         10. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUTATIONS         The above numbered solicitation is amended as set birth in ltem14       The bow and date specified for receipt of Offic         0. By copparing ltems and Ly, and returning       coppies of the amendent; (b) a schewoledging receipt of this amendents provide of the formal file lines and Ly, and the specified in the solicitation or a samed by one of the Blowning in (b) y separate letter or telegram which includes a reference to the solicitation and amendent a unabore. FAILURE OF YOUR ACKNOVLED provide desk theory multicle lines (b) and Ly and the specified in the solicitation and amendent aumober of the Hour AND ATS PSECIFIED ANAY RESULT REFECTION OF YOUR OFFER. TUPy virtue of this amendent you denic to charge as ofte already unbatted, such charge any be ande by ledge provided each telegramoriter the acconcination and this amendent; and is received prior to the opening hour and date specified See Schedule         10. ACCOUNTING AND APPROPRIATION DATA (If required)         See Schedule         13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. 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.         A. THIS CHANGE ORDER IS ISSUED PURSUANT TO . (Specify authority) THE CHANGES SET FORTH IN ITEM 14.         A. THIS CHANGE ORDER IS ISSUED PURSUANT TO C). (Specify authority) OF FAR 43 103 (B)         C. THIS SUPPLEMENTAL ACREEMENT IS ENTERED INTO PURSUANT TO AUTH	1 CONTRACTID CODE P.		PAGE OF PAGES
1.00003       CODE       W911SR       7       ADMINISTERED BY (fromer than items)         UNA CONTRACTING CMD-APAC - WHISR EDGEARDS       See Item 6       See Item 6         See Renew Moning CHO AND 2010 5401       PALAM         NAME AND DATESS OF CONTRACTOR (No., Street, County, State and Zip Code)       9A. AM         AULTY MENOT NO.       9B. DA         X       W911SR       Y BAD         X       W4911S       PALAM         ODE       BLGM6       FACTLITY CODE       X BAD         Y W911S       Y W911S       Y W911S       Y W911S         ODE       BLGM6       FACTLITY CODE       X BAD         Y W911S       Y W911S       Y W911S       Y W911S         ODE       BLGM6       FACTLITY CODE       X BAD         Y W911S       Y W911S       Y W911S       Y W911S         Y Y W911S       Y W911S       Y W911S       Y	1	5 PROJE	CTNO (Ifapplicable)
UBMONINGCINE CARD_APG_WOILSR BROEDED       See Item 6         DATE AND ADDRESS OF CONTRACTOR (No., Street, County, Sate and Zip Code)       9A. AM         QALTY MACT K.       9B. DA         QUALTY MACT K.       9B. DA         WOILD STREET       9A. AM         QUALTY MACT K.       9B. DA         WOILD STREET       9A. AM         QUALTY MACT K.       9B. DA         WOILD STREET       9A. AM         ODE       BLOMB         PACH IT Y CODE       X (03 Aug)         I. THISTEM ONLY APPLIES TO AMENDMENT SOF SOLICITATIONS         De above numberd solicitation is semaded as set forb in lime 14 "The hour and date specified in the solicitation or a sameded by one of the Blowing and Other met adsnowledge receipt of this semadamet prior to the hour and date specified in the solicitation on a samedoat by one of the Blowing and Other met adsnowledge receipt of NOT ACKNOVLED         RECEIVED ATTME FLACE DESCRIPTION THE CONTRACTOR SPROR TO THE SPECIFIED AMY RESULT         PUTONE AND APPROPRIATION DATA (If required)         See Schedule         13. THISTEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIPED IN ITEM 14.         A. THIS CHANGE ORDER INSUEDP PUESIANT TO . (Specify authority) THE CHANGES SET FORTH IN ITEM 14.         CONTRACT ORDER NO. IN TEEM 10A.         B. THE ABOVE NUMBERED CONTRACT-ORDER IN ENDIFIED TO NELLY TO MODIFICATIONS OF CONTRACT SORDERS IT MODIFIC			
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ODE         BLGMB         FACILITY CODE         X         03-Aug           11. THISITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS         The above numbered solicitation is nameded as set forth in item 14. The hour and date specified for receipt of Offer         is redended           OPE must acknowledge receipt of this namedear prior to the hour and date specified in the solicitation or an amended by one of the Blowing m         is redended           OPF must acknowledge receipt of this namedeart of the hour and date specified in the solicitation of amendeant number, a FAU URE OF YOUR ACCNOWLED         RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL           RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL         RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL           RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL         RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL           RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL         RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL           REDEVENDATING AND APPROPRIATION DATA (If required)         See Schedule         13. THIS THEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONTRACT ORDER NO. IN TERM 14.           A. THIS CHANGE ORDER IS ISSUED PURSUANT TO . (Specify authority) THE CHANGES SET FOR	DATED (SE	EE ITEM F CONTR 050	ACT/ORDER NO.
The above numbered solicitation is amended as set forth in Item14 The hour and date specified in the solicitation or as amended by one of the following m         (a) By completing Items 8 and 13, and returning copies of the amendment, (b) By acknowledging receipt of this amendment on each copy         (c) By sequential letter or telegram which includes a reference to the solicitation and manned and the operating them is and that specified in the solicitation and manned and the operating them is that URE OF YOUR ACKNOWLED         RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL         RELECTION OF YOUR OFFER INPy virtue of this amendment you denite to change and offer already submitted, such change may be made by tele         provided each telegramor letter ankes reference to the solicitation and this amendment, and is received prior to the opening hour and date specifie         ACCOUNTING AND APPROPRIATION DATA (If required)         See Schedule         13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS.         IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.         A. THIS CHANGE ORDER IS ISUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14.         CONTRACT ORDER NO. IN ITEM 10A.         THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGE         office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF:         Balateral AW FAR 52.212-4(c)         D. OTHER (Specify type of modification and authority)         IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the         there frequent of Work to reflect the above changes.         Different frequent of Work to reflect the above changes.         Jubace 11 Jubace 12 Jubace 13 Jubace 14	ug-2020	(	
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation are an amended by one of the bilowing m         (a) By ocapleting items 8 and 13, and returning copies of the amendment, (b) By acknowledging receipt of this amendment and each copy         (c) By sequential letter or telegramwhich includes areference to the solicitation and amendment and mendment and mendment and the solicitation and amendment and the sequence FAILURE OF YOUR ACKNOWLED         RECEIVED ATTHE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESUL         REJECTION OF YOUR OFFER 11by virtue of this amendment and this amendment, and is received prior to the opening hour and date specifie         ACCOUNTING AND APPROPRIATION DATA (If required)         See Schedule             13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS.             IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.         A. THIS CHANCE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANCES SET FORTH IN ITEM 14.         CONTRACT ORDER NO. IN ITEM 10A.         B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINIST RATIVE CHANCE         office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FRA 43.103(B)         CHI SUPPLEMENTAL ACREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FRA 43.103(B)         CHI SUPPLEMENTAL ACREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FRA 43.103(B)         CHI SUPPLEMENTAL ACREEMENT IS ENTERED INTO OPURSUANT TO AUTHORITY OF FRA 43.103(B)         CHI SUPPLEMENTAL ACREEMENT IS ENTERED INTO OPURSUANT TO AUTHORITY OF FRA 43.103(B)         CHI SUPPLEMENTAL ACREEMENT IS ENTERED INTO OPURSUANT TO AUTHORITY OF FRA 43.103(B)         CONTRACTORIC   is not,   is required to sign this document and return	NS		
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CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGE 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: Bidateral WW FAR 52.212-4(c) D. OTHER (Specify type of modification and authority) . IMPORTANT: Contractor is not, is not, is required to sign this document and return 1 copies to th 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contr where feasible.) Modification Control Number: gmulla21369 The purpose of this modification is to: 1) Extend the Air Freight on the Time and Materials (T&M) CLN 0006 from (b) (4) 2) Increase the Not to Exceed (NTE) amount on the T&M CLN 0006 from (b) (4) 3) Add funding to T&M CLN 0006 via SubCLIN 000602 in the amount of (b) (4) 4) Update Statement of Work to reflect the above changes. 5) Update FAR Clause 52.212-4 Alt I. All other terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full 5A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) (c) (b) (6) (c)	5.		
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Bilateral IAW FAR 52 212-4(c)         D. OTHER (Specify type of modification and authority)         .IMPORTANT: Contractor is not, is not, is required to sign this document and return 1 copies to th         4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contr where feasible.) Modification Control Number: gmulla21369         The purpose of this modification is to:         1) Extend the Air Freight on the Time and Materials (T&M) CLIN 0006 from (b) (4)         2) Increase the Not to Exceed (NTE) amount on the T&M CLIN 0006 from (b) (4)         3) Add funding to T&M CLIN 0006 via SubCLIN 000602 in the amount of (b) (4)         4) Update Statement of Work to reflect the above changes.         5) Update FAR Clause 52.212-4 Alt I         All other terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full         5A. NAME AND TITLE OF SIGNER (Type or print)       16A (b) (6) (CONTR (b) (6) (CONTR         5B. CONTRACTOR/OFFEROR       15C. DATE SIGNED       16L UNITED STATES OF AMERICA		as change	es in paying
IMPORTANT: Contractor       is not, x is required to sign this document and return 1 copies to the document feasible.)         Modification Control Number:       gmulla21369         The purpose of this modification is to:       1)         Extend the Air Freight on the Time and Materials (T&M) CLIN 0006 from (b) (4)         2) Increase the Not to Exceed (NTE) amount on the T&M CLIN 0006 from (b) (4)         3) Add funding to T&M CLIN 0006 via SubCLIN 000602 in the amount of (b) (4)         4) Update Statement of Work to reflect the above changes.         5) Update FAR Clause 52.212-4 Alt I         All other terms and conditions of the document referenced in Item9A or 10A, as heretofire changed, remains unchanged and in full 5A. NAME AND TITLE OF SIGNER (Type or print)         16, (b) (6)       CONTR         (b) (6)       CONTR         (c) (6)       15C. DATE SIGNED         16B. UNITED STATES OF AMERICA			
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xxcept as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full         5A. NAME AND TITLE OF SIGNER (Type or print)       16A         (b) (6)       (b) (6)         (b) (6)       TEL:         5B. CONTRACTOR/OFFEROR       15C. DATE SIGNED         16B. UNITED STATES OF AMERICA         (b) (6)	ntract subje	ject matte	r
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(b) (6)       (b) (6)       CONTR         (b) (6)       TEL:       EMAL         5B. CONTRACTOR/OFFEROR       15C. DATE SIGNED       16B. UNITED STATES OF AMERICA         (b) (6)       (b) (6)	fall force and e	d effect	
5B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA	RACTIN		
BY (b) (6)			16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer)		_	

Prescribed by GSA FAR (48 CFR) 53.243



#### 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: <u>REVISED SOW FOR P00005</u> This section has been modified. Changes are shown below in red font text.

### STATEMENT OF WORK PROCUREMENT OF SAFETY NEEDLES AND SYRINGES FOR COVID-19

**1.0** <u>SCOPE</u>: The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish the necessary resources as specified in this Statement of Work (SOW), to manufacture and/or supply Safety Needles and Syringes.

### 2.0 BACKGROUND:

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

The mission of the Division of Strategic National Stockpile (DSNS), of the United States (U.S.) Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR), is to ensure the availability and rapid deployment of life-saving pharmaceuticals, antidotes, other medical supplies, and equipment necessary to counter the effects of nerve agents, biological pathogens, and chemical agents. When state, local, tribal, and territorial public health and medical systems request federal assistance to support their response efforts, DSNS ensures the right medicines and supplies get to those who need them most during an emergency. When the vaccine becomes available the Government will have an immediate need to begin vaccinating the entire U.S. population. To administer the vaccine the Government will require needles and syringes to be available.

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

**3.0** <u>**OBJECTIVE**</u>: The HHS currently has contracts in place with three (3) major manufacturers to provide needles and syringes supplies to support the initial preparedness needs at the onset of a pandemic outbreak. The objective of this acquisition is to supplement the current supply and establish contracts with additional manufacturers and suppliers to provide a quantity of up to 500 million safety needles and syringes supplies.

### 4.0 **REQUIREMENTS**:

## 4.1. General:

**4.1.1.** The Contractor shall "host" a *Kick-Off Meeting* within one (1) calendar day after contract award via <u>teleconference</u>. The Contractor shall provide *Meeting Minutes* containing a detailed overview of the meeting discussions in accordance with (IAW) Contract Data Requirements List (CDRL) A001.

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

**4.1.2.** The Contractor shall provide copies of **510(k)** Approval Letters for ALL supplies (dispensing syringes or needles) to demonstrate compliance with Section 510(k) of the *Food*, Drug and Cosmetic Act as part of their proposal. The Contractor shall provide, if necessary, **510(k)** Approval Letters Updates if any information from the initial 510(k) Approval Letters is changed/needs to be updated.

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

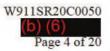
**4.1.2.1.2.** The Contractor shall only use *Current Good Manufacturing Practice (cGMP)* processes to manufacture the needles and syringes.

**4.1.2.1.3. Period of Performance/Delivery Dates.** See the "Delivery Schedule" section of this Contract and "Attachment 2-Shipping Information" for all delivery requirements and shipping locations.

### 4.2. Technical Requirements:

**4.2.1.** The Contractor shall provide sterile needle (with Luer hub connection) and syringe (with Luer lock connection) units approved by the Food and Drug Administration (FDA) <u>and</u> comply with *Occupational Safety and Health Administration (OSHA) Needlestick Safety and Prevention Act* requirements as a "*safety-engineered product*." Safety-engineered supplies include needles preventing sharp injuries by either; being completely enclosed after use by an attached shield, or be fully retracted within the syringe. The Contractor may provide individual syringes and individual needles as long as there is a <u>one-to-one (1:1) ratio</u>. In order to meet the specified quantities upon contract award and comply with the specifications in this SOW, the following may be provide: (1) individually wrapped sterile syringes with individually wrapped sterile needles in a one-to-one (1:1) ratio, (2) sterile needle/syringe combination unit, or (3) a mixture of sterile combination units <u>and</u> individually wrapped sterile syringes with equal number of individually wrapped sterile needles.

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



### Individual Syringe:

Syringe
1mL
3mL

Individual Needle:

Needle Gauge	Needle Length
23G	1"
23G	1.5"
25G	1"

Combination Unit:

Syringe	<u>Needle</u> Gauge	Needle Length
1mL	23G	1"
1mL	23G	1.5"
1mL	25G	1"
3mL	23G	1"
3mL	23G	1.5"
3mL	25G	1"

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

**4.2.3.1.** The Contractor shall ensure dispensing syringes comply with Title 21 Code of Federal Regulations (CFR) 880.5860 and follow International Standards Organization (ISO) 7886-1:2017 and the following material specifications:

4.2.3.1.1.	A device intended for medical purposes that consists of a calibrated hollow
	barrel and a movable plunger. At one end of the barrel there is a male
	connector (nozzle) for fitting the female connector (hub) of a hypodermic
	single lumen needle;
4.2.3.1.2.	Heavy duty barrel - The barrel has a scale showing the capacity of the syringe.
4.2.3.1.3.	Stopper - The stopper maintains the fluid in the barrel between the syringe nozzle and the plunger;
4.2.3.1.4.	Plunger - The plunger is used to aspirate and inject fluids into and out of the syringe;
4.2.3.1.5.	Disposable;
4.2.3.1.6.	Luer lock to accept luer hub applicator (e.g. needle);
4.2.3.1.7.	Sizes as specified in Section 4.2.2 above; and

## 4.2.3.1.8. Sterile individually wrapped packaging.

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

**4.2.4.1.** The Contractor shall ensure hypodermic needles comply with 21 CFR 880.5570, OSHA Needlestick Safety and Prevention Act, and follow International Standards Organization (ISO) 7864, and the following specifications:

- 4.2.4.1.1. Disposable;
- 4.2.4.1.2. Luer hub to attach to luer lock syringe;
- 4.2.4.1.3. See Tables in Sections 4.2.2 above for acceptable needle length and gauges;
- 4.2.4.1.4. Sterile individually wrapped packaging; and
- 4.2.4.1.5. Safety-engineered.

**4.3. Delivery Location and Shipping Requirements:** See Attachment 2-"Shipping Information" for all delivery locations and shipping requirements.

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

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

**4.3.3.** The Contractor shall <u>NOT</u> Mixed Lot #'s per Case or per Packages. The Contractor shall only provide full <u>case</u> quantities <u>only</u>, *unless* approved by the Designated Government Representative in advance via email.

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

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

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

**4.3.7.** Contractor shall contact the Designated Government Representative to schedule delivery appointments.

**4.3.8.** The Contractor shall ship ALL deliverables via AIR FREIGHT from (b) (4) (extension of the previous Air Freight requirement that ended (b) (4)

The Contractor shall charge the Delta in costs between Air Freight costs and Sea Freight

costs already built into this contract. The Contractor shall NOT submit any costs (e.g. labor, overhead, profit) other than "other direct costs" per FAR Clause 52.214-4 Alternative one (1) as those cost are already included in the contract. The Contractor shall only be reimbursed for **actual REASONABLE costs** and shall provide documented proof (e.g. receipts and paid invoices). The Government's pallet dimension limitations (stated in Section 4.3.5) is how the pallets will be <u>delivered</u>, it does NOT restrict pallet heights or other packing dimensions of HOW the items are to be <u>shipped</u> (either by air or sea). The Contractor shall follow commercial best practices and to maximize/optimize Air Cargo Load, palletization or re-palletization (if needed), and drayage. The Government reserves the right to stop this Air Freight requirement prior <sup>(b) (4)</sup>

via email notification from the Contracting Officer due to urgency, followed by a bi-lateral modification. The Government also reserves the right to provide transportation (e.g. planes) or other logistical services (e.g. palletization) and will notify the Contractor via an email from the Contracting Officer.

**4.3.9.** Based on mutual agreement at the Post-Award Meeting for delivery schedules, the Contractor shall provide an *Initial Updated Syringe-Needle Delivery Schedule*. The template for the Initial Updated Syringe-Needle Delivery Schedule will be provided by the COR. The Initial Updated Delivery Schedule shall be provided to the COR within three (3) business days after the "Sea to Air Freight Modification." Thereafter, the Contractor shall, at a minimum, provide *Weekly Delivery Schedule Updates* to the COR by Tuesday, 1400 Eastern Time.

### 5.0 Operation Warp Speed (OWS) Contract Language:

### 5.1. Disclosure of Information:

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

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

**5.1.3.** 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.

## 5.2. <u>Publications and Publicity</u>:

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

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

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

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

(d) The contractor shall include this 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 Government whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows: "This project has been funded in whole or in part by the U.S. Government under Contract No. XXXX. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

### 5.3. Confidentiality of Information:

**5.3.1.** 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.

**5.3.2.** 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.

**5.3.3.** 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.

**5.3.4.** 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. 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.

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

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

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

## 5.4. Organizational Conflicts of Interest:

**5.4.1.** 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.

**5.4.2.** 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.

**5.4.3.** 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.

5.4.4. Whenever performance of this contract provides access to another Contractor's



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

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The CLIN extended description has changed from:

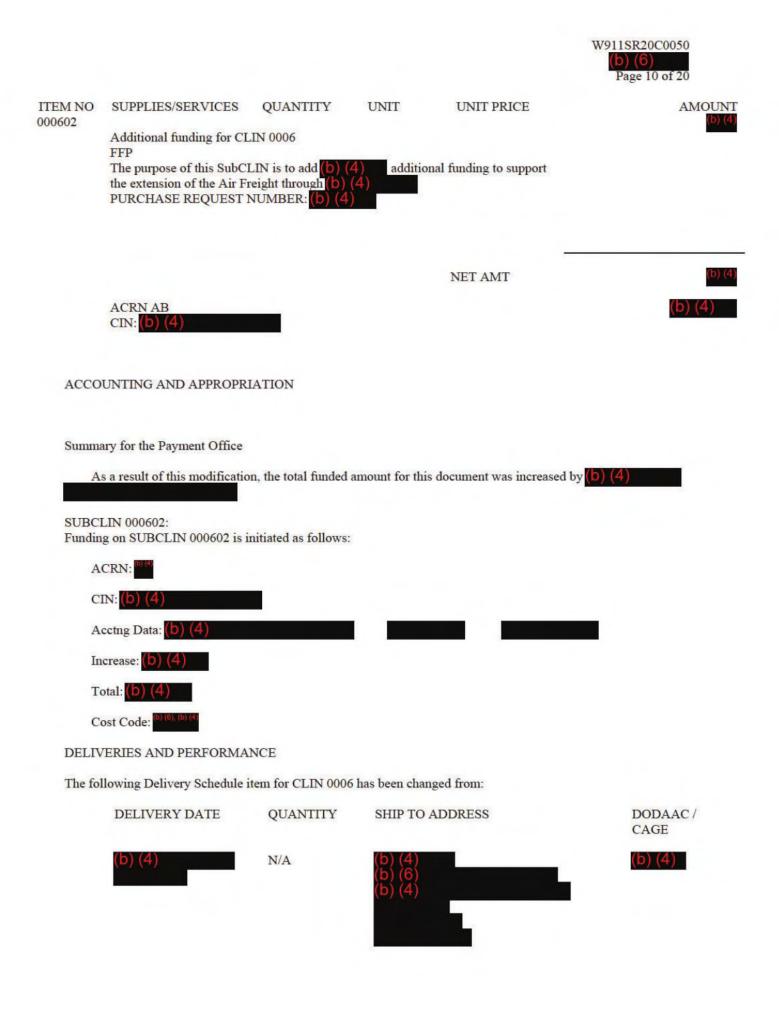
This Time and Materials (T&M) CLIN is for the delta costs incurred between the already included Sea Freight (built into the FFP CLINS) and the additional estimated costs for Air Freight on all shipments by (b) (4) The total invoiced amount on this CLIN cannot exceed the total Funding. The Contractor shall contact the Contracting Officer prior to incurring expense against this T&M CLIN if that expense will exceed the Contractor's proposed delta between sea freight and air freight. NOTE: Total invoiced amount against this CLIN cannot exceed the total funded amount/total line item cost.

To:

This Time and Materials (T&M) CLIN 0006 is for the Delta costs incurred between the already included Sea Freight (built into the FFP CLINS) and the additional estimated costs for Air Freight by (b) (4) (extension of the previous Air Freight requirement that ended (b) (4) ). The Contractor shall contact the Contracting Officer prior to incurring expense against this T&M CLIN 0006 if that expense will exceed the Contractor's proposed delta between sea freight and air freight. NOTE: Total invoiced amount against this CLIN cannot exceed the total funded amount of Not to Exceed (NTE) amount.

The estimated/max cost has increased by (b) (4) The total cost of this line item has increased by (b) (4)

SUBCLIN 000602 is added as follows:



DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE N/A b) (4)INSPECTION AND ACCEPTANCE The following Acceptance/Inspection Schedule was added for SUBCLIN 000602: ACCEPT AT INSPECT AT INSPECT BY ACCEPT BY N/A N/A N/A N/A

The following have been modified:

This section has been modified. Changes are shown below in red font text.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (JAN 2017)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the

To:

replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Governmentfurnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: **Not Applicable** (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Any Delta in cost between the already included Sea Freight and Air Freight for shipments prior to (b) (4) (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: (Insert a fixed amount for the indirect costs and payment schedule. Insert [1][d] if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'). (2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract, the Contractor has reason to believe that the total price of this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing thas contract, with supporting reasons and documentation. If at any time during reasons and documentation. If at any time during the performing the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contractor, giving the the total price to the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the

Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the ``completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the ``hourly rate" for labor hours expended in

furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the ``hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the

Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to

whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at <u>52.212-5</u>.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.



(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Reserved.
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA),

Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree" click box or other commarable mechanism (e.g., ``click-wrap" or ``browse-wrap" agreement), execution does not hind the Government

comparable mechanism (e.g., '`click-wrap" or ``browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

(End of Summary of Changes)

AMENDMENT OF SOLICIT	TATION/MODIE	ICATION OF CONTRACT	1 CONTRACT	ID CODE	PAGE OF PAGES
		s 1		1 4	
AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		5 PROJECT	NO (Ifapplicable)
00006	09-Apr-2021	SEE SCHEDULE			
ISSUED BY CODE	W911SR	7 ADMINISTERED BY (If other than item 6)	CO	DE	
USA CONTRACT NG CMD-APG, - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401		See Item 6			
NAME AND ADDRESS OF CONTRACT OF	No Street County	State and Zin Code)	9A. AMENDM	ENT OF SC	DLICITATION NO
(b) (b) (b) (c)	e (no., sileet, county,		9B. DATED (S		
(b) (6)		5	X 10A MOD OF W911SR20C0	F CONTRAC	CT/ORDER NO.
			10B. DATED	(SEE ITEM	13)
DDE 8LGM8	FACILITY COL		X 03-Aug-2020		
1	1. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLICI	TATIONS		
or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER If by virtue of this provided each telegram or letter makes reference to the	THE RECEIPT OF OFFERS amendment you desire to cha he solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIED : ange an offer already submitted, such change may be	MAY RESULT IN made by telegram or le		
<ol> <li>ACCOUNTING AND APPROPRIATION See Schedule</li> </ol>	DATA (If required)				
	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	ORDERS		
		CT/ORDER NO. AS DESCRIBED IN ITEM			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 104		authority) THE CHANGES SET FORTH I	N ITEM 14 ARE 1	MADE IN T	HE
	RTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAR		as changes i	in paying
C. THIS SUPPLEMENTAL AGREEMENT Bilateral IAW FAR 52.212-4(c)	IS ENTERED INTO PO	URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification an	nd authority)				
IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1	copies to the issuin	g office.	
A. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b) (6) The purpose of this modification is as follow		by UCF section headings, including solicit	ation/contract sub	ject matter	
b) (4)					
					-
5- By accepting this substitute product the (	Government is not waiv	ving any rights associated with the produ	ict already deliver	ed as desc	ribed
n the FAR Clause 52.212-4(a). Il other terms and conditions remain the sa					
cept as provided herein, all terms and conditions of the	document referenced in Item	9A or 10A, as heretofore changed, remains unchang	ed and in full force and	d effect	
A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF CON (b) (6) / CONTRACTING OFFIC	ER	ICER (Type	or print)
D CONTRACTOR/OFFEDOR	15C DATE COM	TEL: D 16B. UNITED STATES OF AMERI	EMAL: (b) (6)	14	C DATE CONT
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		LA.		C. DATE SIGNED
(Signature of person authorized to sign)	-	(Signature of Contracting Offi			09-Apr-2021

FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

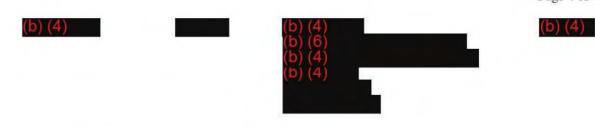
SOLICITATION/CONTRACT FORM

The total cost of this contract was de	ecreased by (b) (4)	
SUPPLIES OR SERVICES AND PRICES		
CLIN 0002 The pricing detail quantity has decreased by (b) (4)	b) (4)	
CLIN 0007 is added as follows: ITEM NO SUPPLIES/SERVICES QUANTITY	UNIT UNIT PRICE	AMOUNT
(b) (4) (b) (4) FFP (b) (4) FOB: Destination (b) (4)	(b) (4)	(b) (4)
	NET AMT	(b) (4)
ACRN		(b) (4)
ACCOUNTING AND APPROPRIATION		
Summary for the Payment Office		
As a result of this modification, the total funded an	nount for this document was decreased	by <b>(b) (4)</b>

CLIN 0002:

(	b) (4)			
CLIN Fundin	0007: ng on CLIN 0007 is initiate	d as follows:		
(	b) (4)			
		NOT		
	VERIES AND PERFORMA		has been changed from	
The R				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)
The fo	blowing Delivery Schedule	for CLIN 0007 has b	been added:	
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC/

CAGE



## INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0007:INSPECT ATINSPECT BYACCEPT ATDestinationGovernmentDestination

ACCEPT BY Government

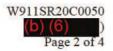
The following Technical Office was added for CLIN 0007:



(End of Summary of Changes)

	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ID CODE	PAGE OF PAGE
AMENDMENT OF SOLICITATION/MODIFICATIO		FICATION OF CONTRACT	TION OF CONTRACT		S	
AMENDMENT/MODIFICATION NO	<b>3 EFFECTIVE DATE</b>	4 REQUISITION/PURCHASE REQ NO			5 PROJECT	TNO (Ifapplicable)
P00007	14-Apr-2021	SEE SCHEDULE				
ISSUED BY COE	DE W911SR	7 ADMINISTERED BY (If other than item 6)	1	CO	DE	
USA CONTRACT NG CMD-APG, - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401		See Item 6				
NAME AND ADDRESS OF CONTRACT	OR (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SC	DLICITATION NO
QUALITY MPACT INC. (b) (6) (b) (6)			-	9B. DATED (S	EE ITEM 1	1)
			x	10A_MOD_OF W911SR20C0	CONTRA	CT/ORDER NO.
				10B. DATED	1	
DDE 8LGM8	FACILITY CO	DE	Х	03-Aug-2020		
	11. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		
RECEIVED AT THE PLACE DESIGNATED F REJECTION OF YOUR OFFER If by virtue of provided each telegram or letter makes reference	des a reference to the solicitation OR THE RECEIPT OF OFFERS (this amendment you desire to ch to the solicitation and this amen	nt; (b) By acknowledging receipt of this amendm and amendment numbers FAILURE OF YOUR. PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may dment, and is received prior to the opening hour	ACK D M/	NOWLEDGMENT AY RESULT IN ade by telegramor le	TO BE	
ACCOUNTING AND APPROPRIATION See Schedule	ON DATA (If required)					
	SITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	S/OI	RDERS.		
		CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM		authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE 1	MADE IN T	THE
B. THE ABOVE NUMBERED CONTRA office, appropriation date, etc.) SET 1		O TO REFLECT THE ADMINISTRATI SUANT TO THE AUTHORITY OF FA			as changes	in paying
C. THIS SUPPLEMENTAL AGREEME Bilateral IAW FAR 52.212-4(c)	NT IS ENTERED INTO P	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification	n and authority)					
IMPORTANT: Contractor is no	t, X is required to sig	gn this document and return 1	coj	pies to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MO where feasible.) Modification Control Number: (b) (	6)	d by UCF section headings, including solid	citat	ion/contract sub	ect matter	
he purpose of this modification is as fol b) (4)	low s:					
						-
All other terms and conditions remain the						
	Same.					
			-			
5A. NAME AND TITLE OF SIGNER (Ty		19A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CO	-			or print)
scept as provided herein, all terms and conditions o 5A. NAME AND TITLE OF SIGNER (Ty 6) (6) (b) (6)			-			e or print)
5A. NAME AND TITLE OF SIGNER (Ty		16A. NAME AND TITLE OF CO	ONT	EMAL:	CER (Type	or print) 5C. DATE SIGNEI

FAR (48 CFR) 53.243



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)

## SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by (b) (4) (b) (4)

CLIN 0004

The pricing detail quantity has decreased by (b) (4) (b) (4)

**CLIN 0007** 

The pricing detail quantity has decreased by (b) (4) (b) (4)

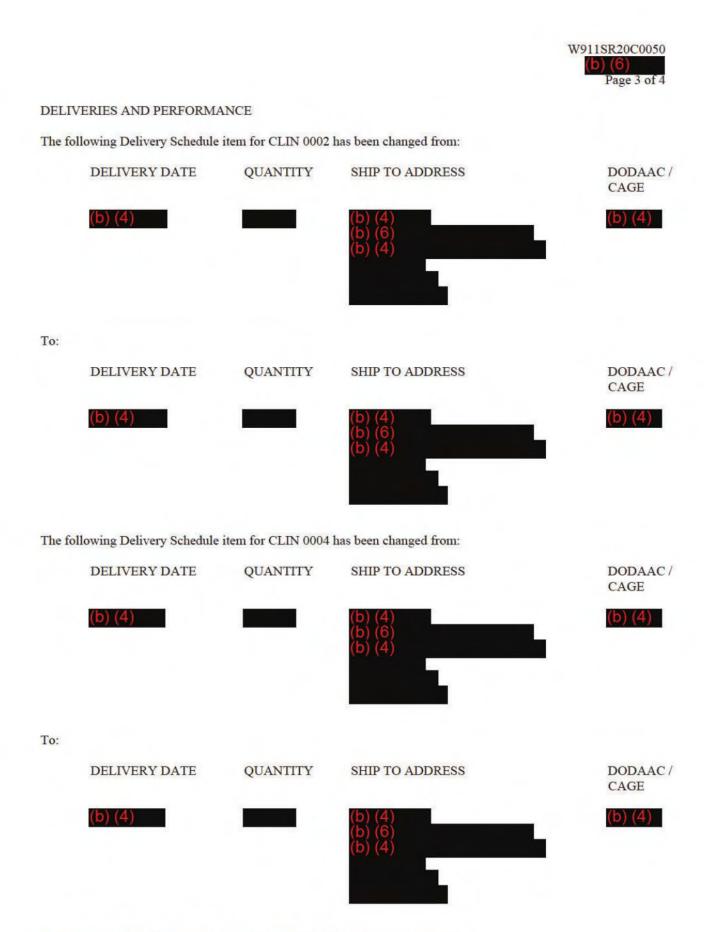
ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

CLIN 0002:

(b) (4)		
CLIN 0004:		
(b) (4)		
CLIN 0007:		
(b) (4)		



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

W911SR20C0050 (gmulla21502) Page 4 of 4



(End of Summary of Changes)