

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 40		
2. CONTRACT (Proc. Ins. Ident.) NO. W911QX21C0010		3. EFFECTIVE DATE 25 Nov 2020		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0011577876-0001				
5. ISSUED BY US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138		CODE W911QX	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE SCD: A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CONTROLANT HF. (b) (6) HOLTASMARIA 1 KOPAVOGI 201				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Day s		
CODE SJVQ8		FACILITY CODE		10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G		
11. SHIP TO/MARK FOR CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702		CODE W56XNH	12. PAYMENT WILL BE MADE BY DFAS - INDIANAPOLIS CENTER DFAS-INDY VP GFEB5 8899 E 56TH ST INDIANAPOLIS IN 46249-3800			CODE HQ0490		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$1,300,000.00		
16. TABLE OF CONTENTS								
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE								
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)				
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b) (6)		20C. DATE SIGNED 25-Nov-2020		
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)				

Section B - Supplies or Services and Prices

ACC - APG POINT OF CONTACT

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Expansion Capability FFP The Contractor shall provide Exapnsion Capability in accordance with C.3.1.1 of the Performance Work Statement contained in Section C. FOB: Destination ATTN: (b) (6) [REDACTED]	1	Job	(b) (4) [REDACTED]	\$100,000.00

NET AMT \$100,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUNDING FOR CLIN 0001 FFP FUNDING FOR CLIN 0001 PURCHASE REQUEST NUMBER: 0011577876-0001				\$0.00

NET AMT \$0.00

ACRN AA \$100,000.00
 CIN: GFEB001157787600001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002 On-Site Temperature Monitoring Services
FFP

The Contractor shall provide On-Site Temperature Monitoring Services in accordance with C.3.1.2, C.3.2.1, and C.3.2.3 in accordance with C.3.1.1 of the Performance Work Statement contained in Section C. All cost associated with On-Site Temperature Monitoring Services shall be billed against the priced subCLINs under CLIN 0002. This is an unpriced line item. All subCLINs incorporated into the contract under CLIN 0002 shall not exceed \$24,899,999.99. All priced subCLIN will be negotiated after award.

ATTN: (b) (6)

	NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002AA On-Site Temperature Monitoring Services
FFP

The Contractor shall provide On-Site Monitoring Services in accordance with the Government Performance Work Statement (PWS) for 30,000 shipping containers as noted in the Controlant Shipping Container Tracker contained in Section H. The Contractor shall not invoice under this CLIN until authorized by the Contracting Officer. As a result of this inclusion of this subCLIN, the balance of available dollars to award under CLIN 0002 is \$23,699,999.99.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011577876-0001

PSC CD: Q701

	NET AMT	\$1,200,000.00
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	ACRN AA	\$1,200,000.00
		CIN: GFEB001157787600002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data FFP The Contractor shall provide all data deliverables in accordance with the DD Form 1423 attached in section J, Exhibit A of the contract. FOB: Destination PSC CD: Q701	1	Job		NSP

NET AMT

CONTRACTING OFFICER'S REP

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR appointed to this contract is identified below. See formal letter of appointment for authorized duties/responsibilities.

(b) (6) [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

TYPE OF CONTRACT

TYPE OF CONTRACT (Reference: 52.216-1)

This is a Firm Fixed Price (FFP) type of contract.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

The Performance Work Statement (PWS) is three (3) pages and hereby included in Section C by reference. It is provided as an attached in Section J.

NON-PERSONAL SERVICES

ARL/ALC/GARRISON NON-PERSONAL SERVICES (JUL 2012)

The contractor, as an independent contractor and not as an agent of the Government, shall provide the necessary resources (except those furnished by the Government) to accomplish tasks of the type set forth in the Performance Work Statement.

Contractor employees performing services under this contract shall be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in this Performance Work Statement and as required by the contracting officer or the contracting officer's representative (COR). Contractor employees shall perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government shall control access to the facility and shall perform the inspection and acceptance of completed work and tasks.

Section D - Packaging and Marking

DISTRIBUTION STATEMENT C
DISTRIBUTION STATEMENT C

Distribution authorized to U.S. Government Agencies and their contractor (Administrative or Operational Use).
Determination made 20 May 2020. Distribution Guidance is included in DOD Instructions 5230.24.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

GOV INSPECTION AND ACCEPTANCE
GOVERNMENT INSPECTION AND ACCEPTANCE

Government Inspection and Acceptance shall be performed at Chemical Defense Pharmaceuticals, Joint Program Executive Office for Chemical, Biological, Radiological and Nuclear Defense Medical in Fort Detrick, MD 21702 by an authorized Government Representative.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 25-NOV-2020 TO 24-NOV-2021	N/A	CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702 (b) (6) FOB: Destination	W56XNH
000101	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	POP 01-DEC-2020 TO 28-FEB-2021	N/A	CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702 (b) (6) FOB: Destination	W56XNH
0003	POP 25-NOV-2020 TO 24-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

DELIVERY OF DATA ITEMS
DELIVERY OF DATA ITEMS

All technical data shall be delivered in accordance with the DD 1423s attached to Section J of this contract. Data items which require distribution to DTIC shall be submitted electronically at <http://www.dtic.mil/dtic/submit/>, or mailed to the following address:

Defense Technical Information Center (DTIC)
ATTN: DTIC-OA
8725 John J. Kingman Road, Suite 0944
Ft. Belvoir, VA 22060-6218

CONTRACTOR LOCATIONS

Contractor Locations - Operation Warp Speed (OWS)

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

Contractor will submit Work Locations Report:

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

ACCESS AND GENERAL PROTECTION

Access and General Protection/Security Policy and Procedures - Operation Warp Speed (OWS)

This standard language text is applicable to ALL employees working on critical information related to Operation Warp Speed (OWS), and to those with an area of performance within a Government controlled installation, facility or area. Employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The performer also shall provide all information required for background checks necessary to access critical information related to OWS, and to meet Government installation access requirements to be accomplished by installation Director of Emergency Services or Security Office. The workforce must comply with all personnel identity verification requirements as directed by the Government and/or local policy. In addition to the changes otherwise authorized by the changes clause of this agreement, should the security status of OWS change the Government may require changes in performer security matters or processes. In addition to the industry standards for employment background checks, The Contractor must be willing to have key individuals, in exceptionally sensitive positions, identified for additional vetting by the United States Government.

OPERATIONAL SECURITY (OPSEC)

Operational Security (OPSEC) - Operation Warp Speed (OWS)

The performer shall develop an OPSEC Standard Operating Procedure (SOP)/Plan within ninety (90)-calendar-days of project award to be reviewed and approved by the responsible Government OPSEC officer. This plan will be submitted to the COR for coordination of approvals. This SOP/Plan will include identifying the critical information related to this contract, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

SECURITY PLAN

Security Plan - Operation Warp Speed (OWS)

The contractor shall develop a comprehensive security program that provides overall protection of personnel, information, data, and facilities associated with fulfilling the Government requirement. This plan shall establish security practices and procedures that demonstrate how the contractor will meet and adhere to the security requirements outlined below prior to the commencement of product manufacturing, and shall be delivered to the Government within 30 calendar days of award. The contractor shall also ensure all subcontractors, consultants, researchers, etc. performing work on behalf of this effort, comply with all Government security requirements and prime contractor security plans.

- a) The Government will review in detail and submit comments within ten (10) business days to the Contracting Officer (CO) to be forwarded to the Contractor. The Contractor shall review the Draft Security Plan comments, and, submit a Final Security Plan to the U.S. Government within thirty (10) calendar days after receipt of the comments.
- b) The Security Plan shall include a timeline for compliance of all the required security measures outlined by the Government.
- c) Upon completion of initiating all security measures, the Contractor shall supply to the Contracting Officer a letter certifying compliance to the elements outlined in the Final Security Plan.

At a minimum, the Final Security Plan shall address the following items:

Security Requirements:

1. Facility Security Plan Description: As part of the partner facility's overall security program, the contractor shall submit a written security plan with their proposal to the Government for review and approval by Government security subject matter experts. The performance of work under the contract will be in accordance with the approved security plan. The security plan will include the following processes and procedures at a minimum, but can be satisfied through the submission of other documents such as a list (index) of Controlant's internal SOPs, certification from Pfizer indicating the outcome of Controlant's audit, or documentation of an ISO 27001 certification:	
Security Administration	<ul style="list-style-type: none"> • organization chart and responsibilities • written security risk assessment for site • threat levels with identification matrix (High, Medium, or Low) • enhanced security procedures during elevated threats • liaison procedures with law enforcement • annual employee security education and training program
Personnel Security	<ul style="list-style-type: none"> • policies and procedures • candidate recruitment process • background investigations process • rules of behavior/ conduct • termination procedures • non-disclosure agreements
Physical Security Policies and Procedures	<ul style="list-style-type: none"> • internal/external access control • protective services • identification/badging • employee and visitor access controls • product shipping, receiving and transport security procedures • facility security lighting • restricted areas • signage • intrusion detection systems • alarm monitoring/response • closed circuit television • product storage security • other control measures as identified
Information Security	<ul style="list-style-type: none"> • identification and marking of sensitive information • access control • storage of information • document control procedures • retention/ destruction requirements
Information Technology/Cyber Security Policies and Procedures	<ul style="list-style-type: none"> • intrusion detection and prevention systems • threat identification • employee training (initial and annual) • encryption systems • identification of sensitive information/media • password policy (max days 180) • lock screen time out policy (minimum time 20 minutes) • removable media policy • laptop policy

	<ul style="list-style-type: none"> • removal of IT assets for domestic/foreign travel • access control and determination • VPN procedures • system document control • system backup • system disaster recovery • incident response • system audit procedures • property accountability
<p>2. Site Security Master Plan Description: The partner facility shall provide a site schematic for security systems which includes: main access points; security cameras; electronic access points; IT Server Room; Product Storage Freezer/Room; and bio-containment laboratories.</p>	
<p>3. Site Threat / Vulnerability / Risk Assessment Description: The partner facility shall provide a written risk assessment for the facility addressing: criminal threat, including crime data; foreign/domestic terrorist threat; industrial espionage; insider threats; natural disasters; and potential loss of critical infrastructure (power/water/natural gas, etc.) This assessment shall include recent data obtained from local law enforcement agencies. The assessment should be updated annually.</p>	
<p>4. Physical Security Description:</p>	
<p>Access Control</p>	<ol style="list-style-type: none"> a) Must have an electronic intrusion detection system with centralized monitoring. b) Responses to alarms must be immediate and documented in writing. c) Employ an electronic system (i.e., card key) to control access to areas where assets critical to the contract are located (facilities, laboratories, clean rooms, production facilities, warehouses, server rooms, records storage, etc.). d) The electronic access control should signal an alarm notification of unauthorized attempts to access restricted areas. e) Must have a system that provides a historical log of all key access transactions and kept on record for a minimum of 12 months. f) Must have procedures in place to track issuance of access cards to employees and the ability to deactivate cards when they are lost or an employee leaves the company. g) Response to electronic access control alarms must be immediate and documented in writing and kept on record for a minimum of 12 months. h) Should have written procedures to prevent employee piggybacking access i) to critical infrastructure (generators, air handlers, fuel storage, etc.) should be controlled and limited to those with a legitimate need for access. j) Must have a written manual key accountability and inventory process. k) Physical access controls should present a layered approach to critical assets within the facility.
<p>Employee/Visitor Identification</p>	<ol style="list-style-type: none"> a) Should issue company photo identification to all employees. b) Photo identification should be displayed above the waist anytime the employee is on company property. c) Visitors should be sponsored by an employee and must present government issued photo identification to enter the property.

	d) Visitors should be logged in and out of the facility and should be escorted by an employee while on the premises at all times.
Security Fencing	Requirements for security fencing will be determined by the criticality of the program, review of the security plan, threat assessment, and onsite security assessment.
Protective Security Forces	Requirements for security officers will be determined by the criticality of the program, review of the security plan, threat assessment, and onsite security assessment.
Protective Security Forces Operations	<ul style="list-style-type: none"> a) Must have in-service training program. b) Must have Use of Force Continuum. c) Must have communication systems available (i.e., landline on post, cell phones, handheld radio, and desktop computer). d) Must have Standing Post Orders. e) Must wear distinct uniform identifying them as security officers.
5. Security Operations	
Description:	
Information Sharing	<ul style="list-style-type: none"> a) Establish formal liaison with law enforcement. b) Meet in person at a minimum annually. Document meeting notes and keep them on file for a, minimum of 12 months. POC information for LE Officer that attended the meeting must be documented. c) Implement procedures for receiving and disseminating threat information.
Training	<ul style="list-style-type: none"> a) Conduct new employee security awareness training. b) Conduct and maintain records of annual security awareness training.
Security Management	<ul style="list-style-type: none"> a) Designate a knowledgeable security professional to manage the security of the facility. b) Ensure subcontractor compliance with all Government security requirements.
6. Personnel Security	
Description:	
Records Checks	Verification of social security number, date of birth, citizenship, education credentials, five-year previous employment history, five-year previous residence history, FDA disbarment, sex offender registry, credit check based upon position within the company; motor vehicle records check as appropriate; and local/national criminal history search.
Hiring and Retention Standards	<ul style="list-style-type: none"> a) Detailed policies and procedures concerning hiring and retention of employees, employee conduct, and off boarding procedures. b) Off Boarding procedures should be accomplished within 24 hour of employee leaving the company. This includes termination of all network access.
7. Information Security	
Description:	
Physical Document Control	<ul style="list-style-type: none"> a) Applicable documents shall be identified and marked as procurement sensitive, proprietary, or with appropriate government markings. b) Sensitive, proprietary, and government documents should be maintained in a lockable filing cabinet/desk or other storage device and not be left unattended. c) Access to sensitive information should be restricted to those with a need to know.
Document Destruction	Documents must be destroyed using approved destruction measures (i.e, shredders/approved third party vendors / pulverizing / incinerating).
8. Information Technology & Cybersecurity	
Description:	

Identity Management	<ul style="list-style-type: none"> a) Physical devices and systems within the organization are inventoried and accounted for annually. b) Organizational cybersecurity policy is established and communicated. c) Asset vulnerabilities are identified and documented. d) Cyber threat intelligence is received from information sharing forums and sources. e) Threats, vulnerabilities, likelihoods, and impacts are used to determine risk. f) Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users and processes. g) Users, devices, and other assets are authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals' security and privacy risks and other organizational risks)
Access Control	<ul style="list-style-type: none"> a) Limit information system access to authorized users. b) Identify information system users, processes acting on behalf of users, or devices and authenticate identities before allowing access. c) Limit physical access to information systems, equipment, and server rooms with electronic access controls. d) Limit access to/ verify access to use of external information systems.
Training	<ul style="list-style-type: none"> a) Ensure that personnel are trained and are made aware of the security risks associated with their activities and of the applicable laws, policies, standards, regulations, or procedures related to information technology systems.
Audit and Accountability	<ul style="list-style-type: none"> a) Create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate system activity. Records must be kept for minimum must be kept for 12 months. b) Ensure the actions of individual information system users can be uniquely traced to those users. c) Update malicious code mechanisms when new releases are available. d) Perform periodic scans of the information system and real time scans of files from external sources as files are downloaded, opened, or executed.
Configuration Management	<ul style="list-style-type: none"> a) Establish and enforce security configuration settings. b) Implement sub networks for publically accessible system components that are physically or logically separated from internal networks.
Contingency Planning	<ul style="list-style-type: none"> a) Establish, implement, and maintain plans for emergency response, backup operations, and post-disaster recovery for information systems to ensure the availability of critical information resources at all times.
Incident Response	<ul style="list-style-type: none"> a) Establish an operational incident handling capability for information systems that includes adequate preparation, detection, analysis, containment, and recovery of cybersecurity incidents. Exercise this capability annually.
Media and Information Protection	<ul style="list-style-type: none"> a) Protect information system media, both paper and digital. b) Limit access to information on information systems media to authorized users. c) Sanitize and destroy media no longer in use. d) Control the use of removable media through technology or policy.
Physical and Environmental Protection	<ul style="list-style-type: none"> a) Limit access to information systems, equipment, and the respective operating environments to authorized individuals. b) Intrusion detection and prevention system employed on IT networks. c) Protect the physical and support infrastructure for all information systems. d) Protect information systems against environmental hazards.

	e) Escort visitors and monitor visitor activity.
Network Protection	Employ intrusion prevention and detection technology with immediate analysis capabilities.
9. Security Reporting Requirements	
Description: The partner facility shall notify the Government Security Team within 24 hours of any activity or incident that is in violation of established security standards or indicates the loss or theft of government products. The facts and circumstances associated with these incidents will be documented in writing for government review.	
10. Security Audits	
Description: The partner facility agrees to formal security audits conducted at the discretion of the government. Security audits may include both prime and subcontractor.	

DD FORM 1423

The DD Form 1423 is hereby included in Section F by reference. It is listed as Exhibit A in Section J.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 0212020202120400000664643255 S.0074658.5.12.3 6100.9000021001
 COST CODE: A5XAH
 AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEB001157787600001	(b) (4)
	0002AA	GFEB001157787600002	(b) (4)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

Invoice 2in1

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911QX
Admin DoDAAC**	W911QX
Inspect By DoDAAC	W56XNH
Ship To Code	W56XNH

Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

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

_____ (b) (6) _____

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

(End of clause)

PAYMENT INSTRUCTIONS
 PAYMENT INSTRUCTIONS

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table at DFARS PGI 204.7108(b)(2) [link below] based on the type of payment request submitted and the type of effort.

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

Section H - Special Contract Requirements

KEY PERSONNEL

Key Personnel - Operation Warp Speed (OWS)

Any key personnel specified in this contract are considered to be essential to work performance. At least thirty (30) calendar days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the Contractor is terminated for cause or separates from the Contractor voluntarily with less than thirty (30) calendar-day notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties. The following individuals are determined to be key personnel:

SUBSTITUTION OF KEY PERSONNEL

Substitution of Key Personnel - Operation Warp Speed (OWS)

The Contractor agrees to assign to the contract those persons whose resumes/CVs were submitted with the proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

All requests for substitution must provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume for the proposed substitute and any other information requested by the contracting officer to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The contracting officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof. The contractor further agrees to include the substance of this clause in any subcontract, which may be awarded under this contract.

DISCLOSURE OF INFORMATION

Disclosure of Information - Operation Warp Speed (OWS)

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

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

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's)

securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions.

PUBLICITY AND PUBLICATIONS

Publications and Publicity - Operation Warp Speed (OWS)

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. W911QX21C0010. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

CONFIDENTIALITY OF INFORMATION

Confidentiality of Information - Operation Warp Speed (OWS)

a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this

article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

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

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

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

ORG CONFLICTS OF INTEREST

Organizational Conflicts of Interest - Operation Warp Speed (OWS)

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

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

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

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

INSTITUTION RESPONSIBILITY COI

Institutional Responsibility Regarding Investigator Conflicts of Interest - Operation Warp Speed (OWS)

The Institution (includes any Contractor, public or private, excluding a Federal agency) shall comply with the requirements of 45 CFR Part 94, Responsible Prospective Contractors, which promotes objectivity in research by establishing standards to ensure that Investigators (defined as the project director or principal Investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded under Government contracts, or proposed for such funding, which may include, for example, collaborators or consultants) will not be biased by any Investigator financial conflicts of interest. 45 CFR Part 94 is available at the following Web site: <http://www.ecfr.gov/cgi-bin/textid?c=ecfr&SID=0af84ca649a74846f102aaf664da1623&rgn=div5&view=text&node=45:1.0.1.1.51&idno=>

As required by 45 CFR Part 94, the Institution shall, at a minimum:

a. Maintain an up-to-date, written, enforceable policy on financial conflicts of interest that complies with 45 CFR Part 94, inform each Investigator of the policy, the Investigator's reporting responsibilities regarding disclosure of significant financial interests, and the applicable regulation, and make such policy available via a publicly accessible Web site, or if none currently exist, available to any requestor within five business days of a request. A significant financial interest means a financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's institutional responsibilities:

1. With regard to any publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds \$5,000. Included are payments and equity interests;
2. With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest; or
3. Intellectual property rights and interests, upon receipt of income related to such rights and interest.

Significant financial interests do not include the following:

1. Income from seminars, lectures, or teaching, and service on advisory or review panels for Government agencies, Institutions of higher education, academic teaching hospitals, medical centers, or research institutes with an Institution of higher learning; and
2. Income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles.

b. Require each Investigator to complete training regarding the Institution's financial conflicts of interest policy prior to engaging in research related to any Government funded contract and at least every four years. The Institution must take reasonable steps [see Part 94.4(c)] to ensure that investigators working as collaborators, consultants or subcontractors comply with the regulations.

c. Designate an official(s) to solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the Government funded research.

d. Require that each Investigator who is planning to participate in the Government funded research disclose to the Institution's designated official(s) the Investigator's significant financial interest (and those of the Investigator's spouse and dependent children) no later than the date of submission of the Institution's proposal for Government funded research. Require that each Investigator who is participating in the Government funded research to submit an updated disclosure of significant financial interests at least annually, in accordance with the specific time period prescribed by the Institution during the period of the award as well as within thirty days of discovering or acquiring a new significant financial interest.

e. Provide guidelines consistent with the regulations for the designated official(s) to determine whether an Investigator's significant financial interest is related to Government funded research and, if so related, whether the significant financial interest is a financial conflict of interest. An Investigator's significant financial interest is related to Government funded research when the Institution, through its designated official(s), reasonably determines that the significant financial interest: Could be affected by the Government funded research; or is in an entity whose financial interest could be affected by the research. A financial conflict of interest exists when the Institution, through its designated official(s), reasonably determines that the significant financial interest could directly and significantly affect the design, conduct, or reporting of the Government funded research.

f. Take such actions as necessary to manage financial conflicts of interest, including any financial conflicts of a subcontractor Investigator. Management of an identified financial conflict of interest requires development and

implementation of a management plan and, if necessary, a retrospective review and mitigation report pursuant to Part 94.5(a).

- g. Provide initial and ongoing FCOI reports to the Contracting Officer pursuant to Part 94.5(b).
- h. Maintain records relating to all Investigator disclosures of financial interests and the Institution's review of, and response to, such disclosures, and all actions under the Institution's policy or retrospective review, if applicable, for at least 3 years from the date of final payment or, where applicable, for the other time periods specified in 48 CFR Part 4, subpart 4.7, Contract Records Retention.
- i. Establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Investigator compliance as appropriate.
- j. Complete the certification in Section K - Representations, Certifications, and Other Statements of Contractors titled "Certification of Institutional Policy on Financial Conflicts of Interest".

If the failure of an Institution to comply with an Institution's financial conflicts of interest policy or a financial conflict of interest management plan appears to have biased the design, conduct, or reporting of the Government funded research, the Institution must promptly notify the Contracting Officer of the corrective action taken or to be taken. The Contracting Officer will consider the situation and, as necessary, take appropriate action or refer the matter to the Institution for further action, which may include directions to the Institution on how to maintain appropriate objectivity in the Government funded research project.

The Contracting Officer and/or Government may inquire at any time before, during, or after award into any Investigator disclosure of financial interests, and the Institution's review of, and response to, such disclosure, regardless of whether the disclosure resulted in the Institution's determination of a financial conflict of interests. The Contracting Officer may require submission of the records or review them on site. On the basis of this review of records or other information that may be available, the Contracting Officer may decide that a particular financial conflict of interest will bias the objectivity of the Government funded research to such an extent that further corrective action is needed or that the Institution has not managed the financial conflict of interest in accordance with Part 94.6(b). The issuance of a Stop Work Order by the Contracting Officer may be necessary until the matter is resolved.

If the Contracting Officer determines that Government funded clinical research, whose purpose is to evaluate the safety or effectiveness of a drug, medical device, or treatment, has been designed, conducted, or reported by an Investigator with a financial conflict of interest that was not managed or reported by the Institution, the Institution shall require the Investigator involved to disclose the financial conflict of interest in each public presentation of the results of the research and to request an addendum to previously published presentations.

CLARIFICATION OF 52.244-2

CLARIFICATION OF CLAUSE 52.244-2 SUBCONTRACTS

The phrase "5 percent of the total estimated cost of the contract" used within clause 52.244-2(c)(2)(i) and (ii) is hereby clarified to mean "5 percent of the total estimated cost of the cognizant order", when being evaluated in the context of subcontracts on an order.

SHIPPING CONTAINER TRACKER

Controlant Shipping Container Tracker

The Controlant Shipping Container Tracker is hereby included in Section H by reference. It is listed as an Attachment in Section J.

CPARS**CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) RESPONSIBILITIES & REPORTING**

In order to ensure the timely completion of contractor performance reports/assessments within the Contractor Performance Assessment Reporting System (CPARS), the following individuals are assigned these specific roles within the system:

Assessing Official/(AO) COR or TPOC The AO is responsible for overall program execution and is responsible for preparing, reviewing, signing, and processing the CPAR. The CPAR should be completed not later than 60 calendar days after the end of the evaluation period. AOs are encouraged to discuss contract performance with the contractor during the performance period and CPAR process. The AO must be a Government employee. AOs are responsible for:

- Ensuring that the contract is registered in CPARS
- Input of evaluation information
- Providing a timely and quality narrative “Validate and Send to the Assessing Official”
- Assisting the RO, as necessary

(b) (6)

Assessing Official (AO)/Contracting Official or PCO AO/PCO responsibility includes:

- Ensuring performance input from program management, technical, functional, quality assurance, contracting and other end users of the product or service is included in the evaluation
- Reviewing evaluation information provided by the AO/CORs
- Validates and sends to the Contractor Representative
- Finalizes the CPAR report after acceptance by the Contractor Representative

(b) (6)

Designated Contractor Representative The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the AO who will, in turn, provide that information to the Activity CPARS Focal Point for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the AO and the Activity CPARS Focal Point. The designated contractor representative has the authority to:

- Receive the Government evaluation from the AO
- Review/comment/return evaluation to AO within 30 calendar days. If the contractor desires a meeting to discuss the CPAR, it must be requested, in writing, no later than seven calendar days from the receipt of the CPAR. This meeting will be held during the contractor’s 30-calendar day review period
- Request RO review

(b) (6)

Reviewing Official (RO) The RO provides the check-and-balance when there is disagreement between the AO and the contractor. The RO must review and sign the assessment when the contractor indicates non-concurrence with the CPAR. The RO must be a Government employee. The RO has the authority to:

- Provide narrative comment (the RO's comments supplement those provided by the AO; they do not replace the ratings/narratives provided by the AO)
- Sign the CPAR (at this point, it is considered final and is posted in the CPARS AIS and is available for source selection official use)

(b) (6)

Training for all persons responsible for the preparation and review of performance assessments is available online at <https://www.cpars.gov/cpcbtdlf.htm>.

Frequency of Reporting

Interim Reports: An interim CPAR is limited to contractor performance occurring after the preceding CPAR. To improve efficiency in preparing the CPAR, it is recommended that the CPAR be completed together with other reviews (e.g., award fee determinations, major program events, program milestones and quality assurance surveillance records).

Interim Reports for New Contracts: An interim CPAR is required for new contracts meeting the thresholds identified in Table 1 that have a period of performance greater than 365 calendar days. The first interim CPAR must reflect evaluation of at least the first 180 calendar days of performance under the contract, and may include up to the first 365 calendar days of performance. For contracts with a period of performance of less than 365 calendar days, see "Final Reports" below.

Annual Interim Reports: Interim CPARs are also required every 12 months throughout the entire period of performance of the contract up to the final report. An interim CPAR is also required:

- Upon a significant change within the agency, provided that a minimum of six months of performance has occurred, such as: Change in program or project management responsibility or Transfer of contract, BPA, or BOA order to a different contracting activity.
- An interim CPAR shall be started prior to transfer of Assessing Official Representative or Assessing Official duties from one individual to another if there is six or more months performance to go prior to the next CPAR to ensure continuity.

Final Report: A final CPAR will be completed upon contract completion or delivery of the final major end item on contract. Final Reports are to be prepared on all contracts meeting the thresholds established with a period of performance of less than 365 calendar days. The final CPAR does not include cumulative information but is limited to the period of contractor performance occurring after the preceding CPAR. The CPAR Focal Point has the authority to approve extensions when special circumstances arise.

Addendum Reports: Addendum reports may be prepared, after the final past performance evaluation, to record the contractor's performance relative to contract closeout, warranty performance and other administrative requirements.

Quality review of the entire evaluation consists of:

- Forwarding the Government evaluation information to the contractor (check with local policy whether the RO or Contracting Officer should be forwarded a copy prior to its submittal to the contractor)
- Reviewing comments from the designated contractor representative once the evaluation has been returned by the contractor or after 30 calendar days have lapsed
- Modifying the CPAR comments and/or ratings after review of contractor comments, as determined by the AO. After receiving and reviewing the contractor's comments on the CPAR, the AO may revise the assessment, including the narrative. The AO will notify the contractor of any revisions made to a report as a result of the contractor's comments. Such a revised report will not be sent to the contractor for further comment. The contractor will have access to both the original and revised reports in the CPARS AIS when the Government finalizes the evaluation.

- Forwarding evaluations to the RO which are in disagreement or when requested by the contractor or, in the alternative,
- Completing the evaluation if it does not require further RO review.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	AUG 2019

252.204-7000	Disclosure Of Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7052 (Dev)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-O0006)	OCT 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023 Alt I	Transportation of Supplies by Sea (FEB 2019) Alternate I	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

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

CLAUSES INCLUDED IN OTHER SECTIONS OF THIS AWARD THAT ARE LISTED IN THIS AWARD BUT NOT SELECTED BELOW STILL APPLY

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

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

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

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

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

___ (13) [Reserved]

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

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

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

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

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

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

- ___ (ii) Alternate I (NOV 2016) of 52.219-9.
- ___ (iii) Alternate II (NOV 2016) of 52.219-9.
- ___ (iv) Alternate III (JUN 2020) of 52.219-9.
- ___ (v) Alternate IV (JUN 2020) of 52.219-9.
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ___ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- ___ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ___ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ___ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- ___ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.
- ___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- ___ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

- ____ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.
- ____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- _____ (ii) Alternate I (MAY 2014) of 52.225-3.
 - _____ (iii) Alternate II (MAY 2014) of 52.225-3.
 - _____ (iv) Alternate III (MAY 2014) of 52.225-3.
 - _____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - _____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - _____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - _____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
 - _____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
 - _____ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
 - _____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - _____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - _____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
 - _____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - _____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - _____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - _____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
 - _____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - _____ (ii) Alternate I (APR 2003) of 52.247-64.
 - _____ (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- _____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code 541690 assigned to contract number W911QX21C0010.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.229-7 TAXES—FIXED--PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) (1) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of Iceland have agreed shall not apply to expenditures made by the United States in Iceland or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of Iceland. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(2) Taxes imposed under 26 U.S.C. 5000C may not be included in the contract price.

(c) If, after the contract date, the Government of the United States and the Government of Iceland agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in Iceland, the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONE

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <https://www.acquisition.gov/browse/index/far>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 1	CONTROLANT SHIPPING CONTAINER TRACKER	1	22-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 3	Bilateral Signature	1	24-NOV-2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11-Dec-2020	4. REQUISITION/PURCHASE REQ. NO. 0011577876-0001
6. ISSUED BY CODE W911QX US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138		7. ADMINISTERED BY (If other than item 6) CODE See Item 6 SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CONTROLANT HF. (b) (6) HOLTASMARIA 1 KOPAVOGI 201		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. W911QX21C0010	
		X 10B. DATED (SEE ITEM 13) 25-Nov-2020	
CODE SJVQ8		FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.			
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 1.602-1(a) - Mutual Agreement of the Parties			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) 21222 MODIFICATION OBLIGATION AMOUNT: (b) (6) The purpose of this modification is as follows: A. Revise the Period of Performance for subCLN 0002AA from 1 December 2020 through 28 February 2021 to 11 December 2020 through 11 March 2021. There are no other changes to the contract ceiling, funded amount, or terms and conditions.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER	
		TEL: (b) (6) 1 EMAIL: (b) (6) 1	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		16B. (b) (6) BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 11-Dec-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-DEC-2020 TO 28-FEB-2021	N/A	CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 11-DEC-2020 TO 11-MAR-2021	N/A	CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702 (b) (6) FOB: Destination	W56XNH

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 1	CONTROLANT SHIPPING CONTAINER TRACKER	1	22-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 3	Bilateral Signature	1	24-NOV-2020

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 1	CONTROLANT SHIPPING CONTAINER TRACKER	1	22-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 23-Dec-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable) 1 5	
6. ISSUED BY US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138		CODE W911QX	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CONTROLANT HF. (b) (6) HOLTASMARIA 1 KOPAVOGI 201				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W911QX21C0010	
				X	10B. DATED (SEE ITEM 13) 25-Nov-2020	
CODE SJVQ8		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 1.602-1(a) - Mutual Agreement of the Parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) 21276 MODIFICATION OBLIGATION AMOUNT: (b) (4)						
<p>The purpose of this modification is as follows:</p> <p>A. Incorporate and fully fund subCL Ns 0002AB and 0002AC to fund CL N 0002 in the amount of (b) (4)</p> <p>B. Incorporate an updated Controlant Shipping Container Tracker.</p> <p>As a result of this modification, the total funded amount increased by (b) (4). There are no other changes to the contract ceiling, or terms and conditions, or period of performance of this contract.</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b) (6) / CONTRACTING OFFICER			
			TEL: (b) (6)		EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. BY		
(Signature of person authorized to sign)				(b) (6)		
				(Signature of Contracting Officer)		
				16C. DATE SIGNED		
				23-Dec-2020		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0002AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	On-Site Temperature Monitoring Services FFP The Contractor shall provide On-Site Monitoring Services in accordance with the Government Performance Work Statement (PWS) for 125,000 shipping containers as noted in the Controlant Shipping Container Tracker contained in Section H. The Contractor shall not invoice under this CLIN until authorized by the Contracting Officer. As a result of this inclusion of this subCLIN, the balance of available dollars to award under CLIN 0002 is \$18,699,999.99. FOB: Destination PURCHASE REQUEST NUMBER: 0011588852 PSC CD: Q701	6	Months		\$5,000,000.00
				NET AMT	\$5,000,000.00
	ACRN AB CIN: GFEB001158885200001				\$5,000,000.00

SUBCLIN 0002AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	On-Site Temperature Monitoring Services FFP	6	Months	(b) (4)	\$3,200,000.00
	The Contractor shall provide On-Site Monitoring Services in accordance with the Government Performance Work Statement (PWS) for 80,000 shipping containers as noted in the Controlant Shipping Container Tracker contained in Section H. The Contractor shall not invoice under this CLIN until authorized by the Contracting Officer. As a result of this inclusion of this subCLIN, the balance of available dollars to award under CLIN 0002 is \$15,499,999.99. FOB: Destination PURCHASE REQUEST NUMBER: 0011588852 PSC CD: Q701				
				NET AMT	\$3,200,000.00
	ACRN AA CIN: GFEBS001158885200002				\$3,200,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0002AB:

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

The following Technical Office was added for SUBCLIN 0002AB:

CHEMICAL DEFENSE PHARMACEUTICALS

(b) (6)

JPM CBRN MEDICAL, 1564 FREEDMAN DR
FORT DETRICK MD 21702

The following Acceptance/Inspection Schedule was added for SUBCLIN 0002AC:

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

The following Technical Office was added for SUBCLIN 0002AC:

CHEMICAL DEFENSE PHARMACEUTICALS

(b) (6)

JPM CBRN MEDICAL, 1564 FREEDMAN DR
FORT DETRICK MD 21702

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for SUBCLIN 0002AB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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POP 23-DEC-2020 TO 23-JUN-2021	N/A	CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702 (b) (6) FOB: Destination	W56XNH
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The following Delivery Schedule for SUBCLIN 0002AC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 23-DEC-2020 TO 23-JUN-2021	N/A	CHEMICAL DEFENSE PHARMACEUTICALS (b) (6) JPM CBRN MEDICAL, 1564 FREEDMAN DR FORT DETRICK MD 21702 (b) (6) FOB: Destination	W56XNH

SECTION G - CONTRACT ADMINISTRATION DATA

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 0002AB:

Funding on SUBCLIN 0002AB is initiated as follows:

ACRN: AB

CIN: GFEB001158885200001

Acctng Data: 0212021202220400000665654255 S.0074658.5.36 6100.9000021001

Increase: (b) (4)

Cost Code: A5XAH

SUBCLIN 0002AC:

Funding on SUBCLIN 0002AC is initiated as follows:

ACRN: AA

CIN: GFEB001158885200002

Acctng Data: 0212020202120400000664643255 S.0074658.5.12.3 6100.9000021001

Increase: (b) (4)

Cost Code: A5XAH

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 1	CONTROLANT SHIPPING CONTAINER TRACKER	1	22-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020
Attachment 5	Controlant Shipping Container Tracker P00002	1	21-DEC-2020
Attachment 6	Bilateral Signature Page P00002	1	23-DEC-2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 19-Jan-2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138		CODE W911QX	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE SCD: A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CONTROLANT HF. (b) (6) HOLTASMARIA 1 KOPAVOGI 201			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W911QX21C0010	
			X	10B. DATED (SEE ITEM 13) 25-Nov-2020	
CODE SJVQ8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 1.602-1(a) - Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) 21320 MODIFICATION OBLIGATION AMOUNT: (b) (6) The purpose of this modification is as follows: A. Incorporate a Revised Performance Work Statement to this contract. With this modification, there are no other changes to the contract ceiling, funding, terms and conditions, or period of performance of this contract. This contract will be issued bilateral in accordance with (IAW) FAR 1.602-1(a) - Mutual Agreement of the Parties.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. U (b) (6) BY _____ (Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. DATE SIGNED 19-Jan-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020
Attachment 5	Controlant Shipping Container Tracker P00002	1	21-DEC-2020
Attachment 6	Bilateral Signature Page P00002	1	23-DEC-2020

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020
Attachment 5	Controlant Shipping Container Tracker P00002	1	21-DEC-2020
Attachment 6	Bilateral Signature Page P00002	1	23-DEC-2020
Attachment 7	Revised PWS P00003	3	12-DEC-2020
Attachment 8	Bilateral Signature P00003	1	18-JAN-2021

(End of Summary of Changes)

FINAL

SECTION C: PERFORMANCE WORK STATEMENT

TITLE: ON-SITE MONITORING SERVICE OF mRNA-BASED VACCINE IN SUPPORT OF OPERATION WARP SPEED IN RESPONSE TO THE CORONAVIRUS 2019 (COVID-19) PANDEMIC

C.1 **SCOPE.** The United States Government (USG) seeks to obtain on-site temperature monitoring services for a USG-selected COVID-19 mRNA-based coronavirus vaccine upon acceptance by the USG at the administration sites until vaccination use.

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

C.1.1.1 Under the President’s Operation Warp Speed Mission, Health and Human Services (HHS) is leading a whole of nation effort with the primary goal to execute on a well-defined portfolio of COVID-19 vaccine candidates to maximize probability of having one or more safe and effective vaccines as fast as possible for mass distribution. As such, HHS’s Biomedical Advanced Research and Development Authority (BARDA) has a specific need for real-time, on-site monitoring services of the mRNA-based Pfizer vaccine upon delivery and acceptance by the USG.

C.1.2 **Objective.** The objective of this effort is to provide real-time, on-site temperature monitoring services of the mRNA-based Pfizer vaccine upon delivery and acceptance by the USG.

C.2 APPLICABLE DOCUMENTS.

C.2.1 **Federal Documents:**

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

C.3 **REQUIREMENTS.** Independently, and not as an agent of the USG, the Contractor shall provide all necessary services, qualified personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, to perform the tasks set forth below.

C.3.1 **Task 1 – Real-Time, On-Site Temperature Monitoring.**

C.3.1.1 The Contractor shall expand the current Global On-site monitoring capabilities to ensure the Government’s pre-determined list of Federal Government Point of Contacts (POCs), administration site POCs, and state and local Government POCs have access to the monitoring services, including but not limited to, the dashboard, text, and email alerts. The Government will provide POC information to the Contractor as it becomes available based on the expected shipments and locations.

C.3.1.2 Upon delivery and USG acceptance of the mRNA Pfizer vaccine, the Contractor shall monitor the temperature using the same real-time temperature monitoring device loaded in the vaccine manufacturer’s shipping container, unless the Controlant CO 10.01 data logger is not included in the shipping container, through termination of monitoring by administration sites, state jurisdictions, or USG. Monitoring services shall include:

- a. Automatic email and text message to administration site and other agreed upon parties confirming that real-time, on-site monitoring of the vaccine shipment container has been activated, sent upon initiation at the point of inspection and acceptance by the USG. The Government will provide the

FINAL

- POC information to the Contractor has it becomes available based on order information received through Government systems.
- b. Alarm email and text message notification if temperature goes outside or is trending toward going outside of limits in accordance with the most current specifications published by Pfizer. Alarm email and text message shall be in accordance with (IAW) the subContract Line Item Numbers (subCLINs) issued under CLIN 0002 of the contract.
 - c. Pre-alert notification shall be sent when dry ice needs to be replenished. Notification emails and text messages shall be IAW subCLINs under CLIN 0002 of the contract.
 - d. Access to a live monitoring status page for identified parties to include administration sites and other entities identified by USG (e.g. state jurisdictions, etc.) IAW CLIN 0002.
 - e. Access to Contractor's 24/7 US-based call center services (Call Center Services) which shall include the following:
 - i. receive and process inquiries from POCs pertaining to the real-time temperature monitoring device status, services, and/or reverse logistics as it applies to the shippers.
 - ii. in addition to sub-part (b) above, shall contact POCs by telephone in the event that temperature goes outside of or is trending outside of limits in accordance with the most current specifications published by Pfizer.

C.3.2 Task 2 – Program Management.

C.3.2.1 The Contractor shall be responsible for management of all activities, subcontractors, etc. to meet the goals of the contract, including holding routine meetings with the requiring activity, and completion of meeting minutes.

C.3.2.2 On a bi-monthly basis, the Contractor shall provide a bi-monthly reports (twice a month) IAW CLIN 0003 on the contract. This bi-monthly report shall include the following minimum information:

- a. Number and location of sites that opted-in to the temperature monitoring services
- b. Number and location of sites that opted-out of the temperature monitoring services
- c. Number and location of sites that experienced temperature excursions for the reporting month
- d. Summary of call logs from POCs for the reporting month
- e. Number and location of sites that received notifications for re-ice for the reporting month
- f. Any deviations from the contract

C.3.2.3 The Contractor shall participate in status meetings, to be held weekly, with the Contracting Officer Representative (COR) and Contracting Officer (KO), to be scheduled by the KO. The meetings will discuss the progress of the contract, performance of the Contractor, and any problems that have arisen or are expected to arise.

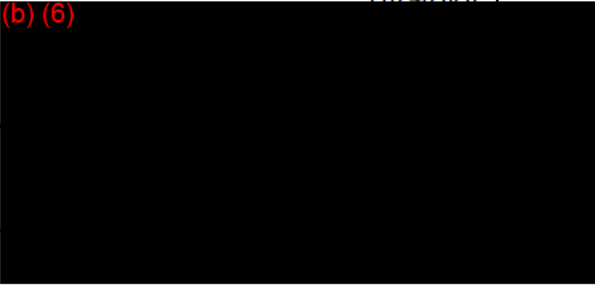
Contracting Officer:

11/24/2020
(b) (6)

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Legal Advisor:

11/24/2020
(b) (6)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 25-Mar-2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1 3
6. ISSUED BY US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138		CODE W911QX	7. ADMINISTERED BY (If other than item 6) See Item 6 CODE SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CONTROLANT HF. (b) (6) HOLTASMARA 1 KOPAVOGI 201			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QX21C0010	
			X 10B. DATED (SEE ITEM 13) 25-Nov-2020	
CODE SJVQ8		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 1.602-1(a) - Mutual Agreement of the Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) 21532 MODIFICATION OBLIGATION AMOUNT: \$0.00				
<p>The purpose of this modification is as follows:</p> <p>A. Incorporate a Revised PWS to include Data Analysis Services which effectively increases the shipper cost by (b) (4)</p> <p>B. Incorporate an updated Shipping Container Tracker as an attachment; and</p> <p>C. Appoint Xi Lu as a technical monitor.</p> <p>With this modification, there are no other changes to the contract ceiling, funding, terms and conditions, or period of performance of this contract.</p>				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER	
			TEL: (b) (6) EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY (b) (6) (S)	25-Mar-2021

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
		25-Mar-2021	SEE SCHEDULE		
6. ISSUED BY	CODE	W911QX	7. ADMINISTERED BY (If other than item 6)	CODE	
US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138			See Item 6	SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
CONTROLANT HF. (b) (6) HOLTASMARA 1 KOPAVOGI 201					
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QX21C0010		
			X 10B. DATED (SEE ITEM 13) 25-Nov-2020		
CODE	SJVQ8	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 1.602-1(a) - Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) 21532 MODIFICATION OBLIGATION AMOUNT: \$0.00 The purpose of this modification is as follows: A. Incorporate a Revised PWS to include Data Analysis Services which effectively increases the shipper cost by (b) (4) B. Incorporate an updated Shipping Container Tracker as an attachment; and C. Appoint Xi Lu as a technical monitor. With this modification, there are no other changes to the contract ceiling, funding, terms and conditions, or period of performance of this contract. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
(b) (6)			TEL: EMAIL:		
15B. CONTRACTING OFFICER'S SIGNATURE		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(b) (6)		03/24/2021	BY		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

FINAL

SECTION C: PERFORMANCE WORK STATEMENT (Revised 3 March 2021)

TITLE: ON-SITE MONITORING SERVICE OF mRNA-BASED VACCINE IN SUPPORT OF OPERATION WARP SPEED IN RESPONSE TO THE CORONAVIRUS 2019 (COVID-19) PANDEMIC

C.1 **SCOPE.** The United States Government (USG) seeks to obtain location tracking of vaccine shipments **up until the point of delivery** to the administration sites and on-site temperature monitoring services for a USG-selected COVID-19 mRNA-based coronavirus vaccine, **which will be delivered, administered, and accepted at various** ~~upon acceptance by the USG at the administration sites until vaccination use.~~

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

C.1.1.1 Under the President’s Operation Warp Speed Mission, Health and Human Services (HHS) is leading a whole of nation effort with the primary goal to execute on a well-defined portfolio of COVID-19 vaccine candidates to maximize probability of having one or more safe and effective vaccines as fast as possible for mass distribution. As such, HHS’s Biomedical Advanced Research and Development Authority (BARDA) has a specific need for real-time, on-site monitoring services of the mRNA-based Pfizer vaccine upon delivery, ~~and acceptance,~~ **and administration at various administration sites.** ~~by the USG.~~

C.1.2 **Objective.** The objective of this effort is to provide real-time location **services up until the point of delivery and acceptance** and on-site temperature monitoring services of the mRNA-based Pfizer vaccine upon delivery ~~and acceptance,~~ **and administration at various administration sites.** ~~by the USG.~~

C.2 APPLICABLE DOCUMENTS.

C.2.1 **Federal Documents:**

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

C.3 **REQUIREMENTS.** Independently, and not as an agent of the USG, the Contractor shall provide all necessary services, qualified personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, to perform the tasks set forth below.

C.3.1 **Task 1 – Real-Time, Location Tracking and On-Site Temperature Monitoring.**

C.3.1.1 The Contractor shall expand the current Global On-site monitoring capabilities to ensure the Government’s pre-determined list of Federal Government Point of Contacts (POCs), administration site POCs, and state and local Government POCs have access to location tracking of vaccine shipments in transit from the Pfizer facility to the administration sites and on-site temperature monitoring services, including but not limited to, the dashboard, text, and email alerts. The Government will provide POC information to the Contractor as it becomes available based on the expected shipments and locations.

C.3.1.2 Upon delivery, and ~~USG~~ acceptance of the mRNA Pfizer vaccine, the Contractor shall monitor the temperature using the same real-time temperature monitoring device loaded in the vaccine manufacturer’s shipping

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container, unless the (b) (4) data logger is not included in the shipping container, through termination of monitoring by administration sites, state jurisdictions, or USG. Monitoring services shall include:

- a. Automatic (b) (4) message to administration site and other agreed upon parties confirming that real-time, on-site monitoring of the vaccine shipment container has been activated, sent upon initiation at the point of inspection and acceptance at the administration sites by the USG. The Government will provide the POC information to the Contractor has it becomes available based on order information received through Government systems.
- b. Alarm (b) (4) message notification if temperature goes outside or is trending toward going outside of limits in accordance with the most current specifications published by Pfizer. Alarm (b) (4) message shall be in accordance with (IAW) the subContract Line Item Numbers (subCLINs) issued under CLIN 0002 of the contract.
- c. Pre-alert notification shall be sent when dry ice needs to be replenished. Notification (b) (4) shall be IAW subCLINs under CLIN 0002 of the contract.
- d. Access to a live monitoring status page for identified parties to include administration sites and other entities identified by USG (e.g. state jurisdictions, etc.) IAW CLIN 0002.
- e. Access to Contractor's 24/7 US-based call center services (Call Center Services) which shall include the following:
 - i. receive and process inquiries from POCs pertaining to the real-time temperature monitoring device status, services, and/or reverse logistics as it applies to the shippers.
 - ii. in addition to sub-part (b) above, shall contact POCs by telephone in the event that temperature goes outside of or is trending outside of limits in accordance with the most current specifications published by Pfizer.
- f. Provide data analysis of real-time temperature monitoring through the logistical chain for administration site.
- g. Develop individualized dashboards to meet the needs of state jurisdiction, pharmacy partners, or other entities involved in the distribution and administration of the vaccine.
 - i. Provide customized support to users of state jurisdiction, pharmacy partners, and other entities dashboards
- h. Provide the ability to view Controlant's location tracking and temperature monitoring data within the Operation Warp Speed dashboard systems ((b) (4)); collaborate with other stakeholders within Operation Warp Speed
- i. Continuously update processes of the remote temperature monitoring service to meet the demands of vaccine providers and administrators

C.3.2 Task 2 – Program Management.

C.3.2.1 The Contractor shall be responsible for management of all activities, subcontractors, etc. to meet the goals of the contract, including holding routine meetings with the requiring activity, and completion of meeting minutes.

C.3.2.2 On a bi-monthly basis, the Contractor shall provide a bi-monthly reports (twice a month) IAW CLIN 0003 on the contract. This bi-monthly report shall include the following minimum information:

- a. Number and location of sites that opted-in to the temperature monitoring services
- b. Number and location of sites that opted-out of the temperature monitoring services
- c. Number and location of sites that experienced temperature excursions for the reporting month
- d. Summary of call logs from POCs for the reporting month
- e. Number and location of sites that received notifications for re-ice for the reporting month
- f. Any deviations from the contract

C.3.2.3 The Contractor shall participate in status meetings, to be held weekly, with the Contracting Officer Representative (COR) and Contracting Officer (KO), to be scheduled by the KO. The meetings will discuss the progress of the contract, performance of the Contractor, and any problems that have arisen or are expected to arise.

FINAL

Contracting Officer:

X
Contracting Officer (KO)

Legal Advisor:

X
(b) (6) Legal Advisor

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

CONTRACTING OFFICER'S REP

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR appointed to this contract is identified below. See formal letter of appointment for authorized duties/responsibilities.

COR Name: (b) (6)

COR Telephone: (b) (6)

COR Email address: (b) (6)

Technical Monitor: (b) (6)

Technical Monitor Telephone: (b) (6)

Technical Monitor Email address: (b) (6)

Technical Monitor: (b) (6)

Technical Monitor Telephone: (b) (6)

Technical Monitor Email address: (b) (6)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020
Attachment 5	Controlant Shipping Container Tracker P00002	1	21-DEC-2020
Attachment 6	Bilateral Signature Page P00002	1	23-DEC-2020
Attachment 7	Revised PWS P00003	3	12-DEC-2020
Attachment 8	Bilateral Signature P00003	1	18-JAN-2021

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423	7	24-NOV-2020
Attachment 10	Controlant Shipping Container Tracker P00004	1	18-MAR-2021
Attachment 11	Bilateral Signature Page P00004	1	24-MAR-2021
Attachment 2	PWS	3	24-NOV-2020
Attachment 4	Bilateral Signature Page P00001	2	11-DEC-2020
Attachment 5	Controlant Shipping Container Tracker P00002	1	21-DEC-2020
Attachment 6	Bilateral Signature Page P00002	1	23-DEC-2020
Attachment 7	Revised PWS P00003	3	12-DEC-2020
Attachment 8	Bilateral Signature P00003	1	18-JAN-2021
Attachment 9	Revised PWS P00004	3	03-MAR-2021

(End of Summary of Changes)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-1088). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.								
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER: MGMT				
D. SYSTEM/ITEM ON-SITE TEMPERATURE MONITORING SERVICE OF mRNA-BASED VACCINE IN SUPPORT OF OPERATION WARP SPEED			E. CONTRACT/PR NO. W911QX21C0010		F. CONTRACTOR CONTROLANT			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM STATUS REPORT			3. SUBTITLE BI-MONTHLY STATUS REPORT				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368A (Tailored)			5. CONTRACT REFERENCE PWS PARA C.3.2.2			6. REQUIRING OFFICE JPM CBRN MEDICAL		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY BI-MONTHLY (TWICE A MONTH)	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES	
<p>16. REMARKS</p> <p>BLK 4: EACH REPORT SHALL BE DELIVERED ELECTRONICALLY IN A MEDIA SELECTED BY THE GOVERNMENT AT TIME OF DELIVERY. MEDIA TYPES WHICH CAN BE ACCEPTED INCLUDE BUT ARE NOT LIMITED TO: FTP (FILE TRANSFER PROTOCOL), CD-ROM AND DVD-ROM. THE DATA ITEM DESCRIPTION (DID) MAY BE OBTAINED FROM http://quicksearch.dla.mil/</p> <p>BLK 9: DISTRIBUTION STATEMENT C: DISTRIBUTION AUTHORIZED TO U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS (ADMINISTRATIVE OR OPERATIONAL USE). DETERMINATION MADE 20 MAY 2020. DISTRIBUTION GUIDANCE IS INCLUDED IN DOD INSTRUCTIONS 5230.24.</p> <p>BLK 12: THE CONTRACTOR SHALL DELIVER THE FIRST MONTHLY REPORT NO LATER THAN (NLT) THE 10TH OF THE MONTH SUBSEQUENT TO CONTRACT AWARD. THE SECOND REPORT SHALL BE DELIVERED NLT 25TH DAY OF THE MONTH SUBSEQUENT TO CONTRACT AWARD</p> <p>BLK 11 AND 13: SUBSEQUENT SUBMISSIONS SHALL BE NLT THE 10TH AND 25TH OF THE MONTH FOLLOWING THE PERIOD OF PERFORMANCE REPORTING ON.</p> <p>BLK 14: SUBMIT AS ELECTRONIC FILE IN MICROSOFT OFFICE (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative (COR), (b) (6); the BARDA representative, Rebecca.Lewandowski (Rebecca.Lewandowski@hhs.gov); the Contract Specialist* (KS), (b) (6); and, the Contracting Officer* (KO), (b) (6).</p>					JPM CBRN MEDICAL	0	1	0
					ACC-APG	0	1	0
					ADELPHI			
15. TOTAL					0	2	0	
G. PREPARED BY (b) (6)			H. DATE 11/18/2020		I. APPROVED BY (b) (6)		J. DATE 11/18/2020	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188				
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-1088). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.</p>										
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER: MISC						
D. SYSTEM/ITEM ON-SITE TEMPERATURE MONITORING SERVICE OF mRNA-BASED VACCINE IN SUPPORT OF OPERATION WARP SPEED			E. CONTRACT/PR NO. W911QX21C0010		F. CONTRACTOR CONTROLANT					
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TECHNICAL AND MANAGEMENT WORK PLAN			3. SUBTITLE CONTRACTOR LOCATION REPORT					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81117 (Tailored)			5. CONTRACT REFERENCE SECTION F "CONTRACTOR LOCATIONS"			6. REQUIRING OFFICE JPM CBRN MEDICAL				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY ASREQ (SEE BLK 16)		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES		
<p>16. REMARKS</p> <p>BLK 4: EACH REPORT SHALL BE DELIVERED ELECTRONICALLY IN A MEDIA SELECTED BY THE GOVERNMENT AT TIME OF DELIVERY. MEDIA TYPES WHICH CAN BE ACCEPTED INCLUDE BUT ARE NOT LIMITED TO: FTP (FILE TRANSFER PROTOCOL), CD-ROM AND DVD-ROM. THE DATA ITEM DESCRIPTION (DID) MAY BE OBTAINED FROM http://quicksearch.dla.mil/</p> <p>BLK 9: DISTRIBUTION STATEMENT C: DISTRIBUTION AUTHORIZED TO U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS (ADMINISTRATIVE OR OPERATIONAL USE). DETERMINATION MADE 20 MAY 2020. DISTRIBUTION GUIDANCE IS INCLUDED IN DOD INSTRUCTIONS 5230.24.</p> <p>BLK 10 AND 13: THE CONTRACTOR SHALL DELIVER THE CONTRACTOR LOCATION REPORT AS REQUIRED WITHIN FIVE (5) BUSINESS DAYS OF CONTRACT AWARD, WITHIN 30 BUSINESS DAYS AFTER A SUBSTANTIVE LOCATION/CAPABILITIES CHANGE, OR WITHIN TWO (2) BUSINESS DAYS AFTER A SUBSTANTIVE CHANGE IF THE WORK SUPPORTS THE MEDICAL COUNTERMEASURE DEVELOPMENT.</p> <p>BLK 11 AND 12: THE CONTRACTOR SHALL DELIVER THE FIRST CONTRACTOR LOCATION REPORT NO LATER THAN (NLT) FIVE (5) BUSINESS DAYS AFTER CONTRACT AWARD.</p> <p>BLK 14: SUBMIT AS ELECTRONIC FILE IN MICROSOFT OFFICE (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative (COR), (b) (6); the BARDA representative, (b) (6); the Contract Specialist (KS), (b) (6); and, the Contracting Officer" (KO), (b) (6).</p>						JPM CBRN MEDICAL		0	1	0
						ACC-APG ADELPHI		0	1	0
15. TOTAL						0	2	0		
G. PREPARED BY (b) (6)			H. DATE 11/18/2020		I. APPROVED BY (b) (6)		J. DATE 11/18/2020			

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						<i>Form Approved OMB No. 0704-0188</i>		
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-1088). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.</p>								
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER: MGMT				
D. SYSTEM/ITEM ON-SITE TEMPERATURE MONITORING SERVICE OF mRNA-BASED VACCINE IN SUPPORT OF OPERATION WARP SPEED			E. CONTRACT/PR NO. W911QX21C0010		F. CONTRACTOR CONTROLANT			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM SECURITY PLAN			3. SUBTITLE SECURITY PLAN				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-82189			5. CONTRACT REFERENCE SECTION F "SECURITY PLAN"			6. REQUIRING OFFICE JPM CBRN MEDICAL		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES	
						Draft	Final	
						Reg	Repro	
<p>16. REMARKS</p> <p>BLK 4: EACH REPORT SHALL BE DELIVERED ELECTRONICALLY IN A MEDIA SELECTED BY THE GOVERNMENT AT TIME OF DELIVERY. MEDIA TYPES WHICH CAN BE ACCEPTED INCLUDE BUT ARE NOT LIMITED TO: FTP (FILE TRANSFER PROTOCOL), CD-ROM AND DVD-ROM. THE DATA ITEM DESCRIPTION (DID) MAY BE OBTAINED FROM http://quicksearch.dla.mil/</p> <p>BLK 9: DISTRIBUTION STATEMENT C: DISTRIBUTION AUTHORIZED TO U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS (ADMINISTRATIVE OR OPERATIONAL USE). DETERMINATION MADE 20 MAY 2020. DISTRIBUTION GUIDANCE IS INCLUDED IN DOD INSTRUCTIONS 5230.24.</p> <p>BLK 11 AND 12: THE CONTRACTOR SHALL DELIVER INITIAL SECURITY PLAN NO LATER THAN (NLT) 30 CALENDAR DAYS AFTER CONTRACT AWARD.</p> <p>BLK 13: THE CONTRACTOR SHALL DELIVER FINAL OPERATIONS SECURITY PLAN NO LATER THAN (NLT) 30 CALENDAR DAYS AFTER RECEIVING THE GOVERNMENT'S COMMENTS.</p> <p>BLK 14: SUBMIT AS ELECTRONIC FILE IN MICROSOFT OFFICE (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative (COR), (b) (6); the BARDA representative, (b) (6); (b) (6); the Contract Specialist (KS), (b) (6); and, the Contracting Officer* (KO), (b) (6).</p>					JPM CBRN MEDICAL	1	1	0
					ACC-APG	1	1	0
					ADELPHI			
					15. TOTAL			
G. PREPARED BY (b) (6)			H. DATE 11/18/2020		I. APPROVED BY (b) (6)		J. DATE 11/18/2020	

 Expired (b) (6)



11/24 (b) (6)



Chemical Defense Pharmaceuticals, Joint Program Executive Office for
Chemical, Biological, Radiological and Nuclear Defense Medical

Report Title Goes Here
Any Subtitles Go Here

By Some Author and Another Author

Month XXXX

Prepared by

Whatever Technology Corporation
0000 Research Drive
Anywhere, ST 20006-1000

Under contract

W911QX-XX-C-XXXX

DISTRIBUTION STATEMENT GOES HERE

EXHIBIT A – ATTACHMENT 2

The findings in this report are not to be construed as an official Department of the Army position unless so designated by other authorized documents.

Citation of manufacturer's or trade names does not constitute an official endorsement or approval of the use thereof.

DESTRUCTION NOTICE: For classified documents, follow the procedures in DoD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

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SECTION C: PERFORMANCE WORK STATEMENT (Revised 12 December 2020)

TITLE: ON-SITE MONITORING SERVICE OF mRNA-BASED VACCINE IN SUPPORT OF OPERATION WARP SPEED IN RESPONSE TO THE CORONAVIRUS 2019 (COVID-19) PANDEMIC

C.1 **SCOPE.** The United States Government (USG) seeks to obtain location tracking of vaccine shipments to the administration site and on-site temperature monitoring services for a USG-selected COVID-19 mRNA-based coronavirus vaccine upon acceptance by the USG at the administration sites until vaccination use.

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

C.1.1.1 Under the President’s Operation Warp Speed Mission, Health and Human Services (HHS) is leading a whole of nation effort with the primary goal to execute on a well-defined portfolio of COVID-19 vaccine candidates to maximize probability of having one or more safe and effective vaccines as fast as possible for mass distribution. As such, HHS’s Biomedical Advanced Research and Development Authority (BARDA) has a specific need for real-time, on-site monitoring services of the mRNA-based Pfizer vaccine upon delivery and acceptance by the USG.

C.1.2 **Objective.** The objective of this effort is to provide real-time location and on-site temperature monitoring services of the mRNA-based Pfizer vaccine upon delivery and acceptance by the USG.

C.2 APPLICABLE DOCUMENTS.

C.2.1 **Federal Documents:**

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

C.3 **REQUIREMENTS.** Independently, and not as an agent of the USG, the Contractor shall provide all necessary services, qualified personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, to perform the tasks set forth below.

C.3.1 **Task 1 – Real-Time, Location Tracking and On-Site Temperature Monitoring.**

C.3.1.1 The Contractor shall expand the current Global On-site monitoring capabilities to ensure the Government’s pre-determined list of Federal Government Point of Contacts (POCs), administration site POCs, and state and local Government POCs have access to location tracking of vaccine shipments in transit from the Pfizer facility to the administration sites and on-site temperature monitoring services, including but not limited to, the dashboard, text, and email alerts. The Government will provide POC information to the Contractor as it becomes available based on the expected shipments and locations.

C.3.1.2 Upon delivery and USG acceptance of the mRNA Pfizer vaccine, the Contractor shall monitor the temperature using the same real-time temperature monitoring device loaded in the vaccine manufacturer’s shipping container, unless the Controlant CO 10.01 data logger is not included in the shipping container, through termination of monitoring by administration sites, state jurisdictions, or USG. Monitoring services shall include:

- a. Automatic email and text message to administration site and other agreed upon parties confirming that real-time, on-site monitoring of the vaccine shipment container has been activated, sent upon

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initiation at the point of inspection and acceptance by the USG. The Government will provide the POC information to the Contractor has it becomes available based on order information received through Government systems.

- b. Alarm email and text message notification if temperature goes outside or is trending toward going outside of limits in accordance with the most current specifications published by Pfizer. Alarm email and text message shall be in accordance with (IAW) the subContract Line Item Numbers (subCLINs) issued under CLIN 0002 of the contract.
- c. Pre-alert notification shall be sent when dry ice needs to be replenished. Notification emails and text messages shall be IAW subCLINs under CLIN 0002 of the contract.
- d. Access to a live monitoring status page for identified parties to include administration sites and other entities identified by USG (e.g. state jurisdictions, etc.) IAW CLIN 0002.
- e. Access to Contractor's 24/7 US-based call center services (Call Center Services) which shall include the following:
 - i. receive and process inquiries from POCs pertaining to the real-time temperature monitoring device status, services, and/or reverse logistics as it applies to the shippers.
 - ii. in addition to sub-part (b) above, shall contact POCs by telephone in the event that temperature goes outside of or is trending outside of limits in accordance with the most current specifications published by Pfizer.

C.3.2 Task 2 – Program Management.





C.3.2.1 The Contractor shall be responsible for management of all activities, subcontractors, etc. to meet the goals of the contract, including holding routine meetings with the requiring activity, and completion of meeting minutes.

C.3.2.2 On a bi-monthly basis, the Contractor shall provide a bi-monthly reports (twice a month) IAW CLIN 0003 on the contract. This bi-monthly report shall include the following minimum information:

- a. Number and location of sites that opted-in to the temperature monitoring services
- b. Number and location of sites that opted-out of the temperature monitoring services
- c. Number and location of sites that experienced temperature excursions for the reporting month
- d. Summary of call logs from POCs for the reporting month
- e. Number and location of sites that received notifications for re-ice for the reporting month
- f. Any deviations from the contract

C.3.2.3 The Contractor shall participate in status meetings, to be held weekly, with the Contracting Officer Representative (COR) and Contracting Officer (KO), to be scheduled by the KO. The meetings will discuss the progress of the contract, performance of the Contractor, and any problems that have arisen or are expected to arise.

Contracting Officer:

 Expired (b) (6)
 


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Legal Advisor:

	12/16/2020
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