SOLICITATION, O	OFFER AND AWAI	RD			ACT IS A RATED ORD 15 CFR 700)	ER	RATING	PAGE 1	OF	PAGES 31
2 CONTRACTNO	3 SOLICITATION NO 4		OLICITATIO		5 DATE ISSUED	6 REQUISITIO	N/PURCHASE NO			
W911QY20C0086P00003	1		D BID (IFB) IIATED (RF			SEE SCHEDULE				
7 ISSUED BY W60K ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	CODE TEL: FAX:508-233-	W911QY			See Item 7	(Ifother than	Item7) C	ODE		
NOTE: In sealed bid solicitations "offer" and		0700		_			1700			
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 Sealed offers in original and handcarried, in the depository loc CAUTION - LATE Submissions, conditions contained in this solic 	Modifications, and Withdra	-	s or servic	es in	the Schedule will be	until	(Hour) local t	ime(Date	e)	and
10 FOR INFORMATION A NAME CALL:	nation.	B TE	LEPHONE	(Inclu	de area code) (NO Co	OLLECT CALLS)	C. E-MAIL ADDRES	S		
		1	1. TABLE	OF	CONTENTS					
(X) SEC. DE	CRIPTION	PAGE	(S) (X)	SEC.		DESCR	IPTION			PAGE(S)
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	S/ WORK STATEMENT	11 - 1		J	LIST OF ATTAC		MIBIIS AND O	HEKAIL	ACII.	31
D PACKAGING AND MA							ONS AND INST	UCTIONS	S	
X E INSPECTION AND AC		14		K	REPRESENTATI					
X F DELIVERIES OR PERI		15 - 1			OTHER STATEM					
X G CONTRACT ADMINIS X H SPECIAL CONTRACT		18 - 2 22 - 2	$\overline{}$	L	EVALUATION F		ESTO OFFEROR	S	_	
A I II SPECIAL CONTRACT					impleted by offero		AWARD			
In compliance with the above is inserted by the offeror) from each item, delivered at the design of the desig	the date for receipt of offer nated point(s), within the ti PAYMENT	s specified	above, to	furn	ish any or all items		50 calendar days ur rices are offered at			
14. ACKNOWLEDGMENT OF (The offeror acknowledges re to the SOLICITATION for a documents numbered and date	ceipt of amendments fferors and related	AME	NDMENT	NO.	DATE	AM	ENDMENT NO.		DAT	Е
15A. NAME	CODE 6ZL94		FACIL	ITY	1	6 NAME AN	D TITLE OF PER	ON AUTI	IORIZ	ZED TO
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			D (Tob	e co	impleted by Gover		DIATION			
19 ACCEPTED AS TO ITEMS NUMBI		nt 160,701,1	78.10		21 ACCOUNTING See Schedule	G AND APPROP	KIATION			
22 AUTHORITY FOR USING OTHER X 10 U S C 2304(c)(2	THAN FULL AND OPEN COM) 41 U S C 253(c				23. SUBMIT II (4 copies unless o		ADDRESS SHOWN	J. 1807-C. 1	TEM ection	G
24 ADMINISTERED BY (Ifother than DEFENSE CONTRACT MANAGEMENT DCMA DETROIT 35803 MOUND RD STERL NG HEIGHTS MI 48310		S2305A			DFAS - COLUME	NCE AND ACCOUN BUS CENTER (HQ EMENT OPERATIO	NT NG SERVICE 0337)	CODE H	Q0337	
26. NAME OF CONTRACTING OFFICES (D) (6) (B) (5)	(Type or print)				27 UNITED STATE (b) (6) (Signature	OF AMERIC		28 AWA 04-/	ARD D Aug-20	

Section B - Supplies or Services and Prices

ITEM NO 0001 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Fill/Finish Manufacturing

FFP

The contractor shall reserve 100% of the fill capacity on a commercial filling line, to include the formulation, filling, inspection, in-house labeling and packaging, as well as the support services required to release each lot for a 12 month period, from August 4, 2020 to August 3, 2021. The contractor shall maintain the reserved capacity in a state of readiness to perform current good manufacturing practices (cGMP) manufacturing activities, at a Biosafety Level 2 (BSL-2), approved by the USG for the entirety of the period of performance unless otherwise directed by the USG.

PROJECT: Operation Warp Speed

NET AMT

(b) (4

ITEM NO 0001AA SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Reservation Fee -

FFP

15% Advance Payment IAW C.3.1.1

FOB: Destination

PURCHASE REQUEST NUMBER: 0011533210

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000010

ITEM NO 0001AB SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE
(b) (4)

AMOUNT

Maintenance and/or Operating

FFP

Maintenance and/or Operating of Fill/Finish Process-Monthly IAW C.3.1.2

FOB: Destination

PURCHASE REQUEST NUMBER: 0011533210

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000020

121 /11/11

(b) (4)

ITEM NO 0001AC

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Maintenance and/or Operating

FFP

Maintenance and/or Operating of Fill/Finish Process-Monthly IAW C.3.1.2

FOB: Destination

PURCHASE REQUEST NUMBER: 0011552063

PSC CD: Q999

NET AMT

b) (4)

ACRN AA

CIN: GFEBS001155206300001

ITEM NO 0002 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

BSL2 Line Capacity Expansion

FFP

The contractor shall establish the new capacity by converting and updating the current line in compliance with Federal Drug Administration (FDA) current good manufacturing practices (cGMP) regulations.

PURCHASE REQUEST NUMBER: 0011519219-0002

PROJECT: Operation Warp Speed

NET AMT

(b) (4

ITEM NO 0002AA SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE
(b) (4)

AMOUN

Formulation Tanks Capacity Expansion

FFP

The contractor will perform Formulation Tanks Capacity Expansion (for two formulation tanks) and provide report of invoice. Early delivery is acceptable.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011519219-0003

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000050

ITEM NO 0002AB SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE
(b) (4)

AMOUNT

Fully Automated Inspection Machine Exp

FFP

The contractor will perform Fully Automated Inspection Machine Capacity

Expansion and report of invoice. Early delivery is acceptable.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011519219-0003

PSC CD: Q999

NET AMT

b) (4)

ACRN AA

CIN: GFEBS001153321000060



ITEM NO 0002AC SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Analytical testing equipment

FFP

The contractor will perform Analytical testing equipment Capacity Expansion and report of invoice. Early delivery is acceptable.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011519219-0003

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000070

ITEM NO 0002AD SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE
(b) (4)

AMOUNT

Fully Automated Labeling Machine

FFP

The contractor will perform Fully Automated Labeling Machine Capacity

Expansion and report of invoice. Early delivery is acceptable.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011519219-0003

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000080

,____

(b) (4)

ITEM NO 0002AE SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Fully Automated Packaging

FFP

The contractor will provide Fully Automated Packaging Equipment Capacity Expansion and report of invoice. Early delivery is acceptable.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011519219-0003

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000090

(b) (A

ITEM NO 0003

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE
(b) (4)

AMOUNT

Validation Acceleration

FFP

The contractor shall complete the validation of the line at BSL-2 in an accelerated fashion.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011533210

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000040

(b) (4)

ITEM NO 0004 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE (b) (4)

AMOUNT

Employee Retention

FFP

The contractor shall conduct Employee Retention IAW C.3.3.1

FOB: Destination

PURCHASE REQUEST NUMBER: 0011533210

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

(h) (4)

ACRN AA

CIN: GFEBS001153321000030

(h) (4)

ITEM NO 0005	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUN
	Data Deliverables FFP				
	The contractor shall delive (CDRL) IAW deliveries in FOB: Destination PROJECT: Operation Wa PSC CD: Q999	n Section C.1.1 and		ata Requirements List	
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUN'
0006	OWS Security Upgrades				(5) (4
	Required Security elemen be completed by the imbe-				

NET AMT

ITEM NO 0006AA SUPPLIES/SERVICES

QUANTITY

UNIT (b) (4)

UNIT PRICE (b) (4)

AMOUNT

Security Personnel

FFP

Unarmed Security Personnel and Security Director

FOB: Destination

PURCHASE REQUEST NUMBER: 0011568272

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

(b) (4)

ACRN AB

CIN: GFEBS001156827200001



ITEM NO 0006AB SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Phyisical Security Upgrades

FFP

includes Card Reader Additions, Badge Printing, Photo Back Drop, Camera, Cable Installation, Cage, Freezer Electrical -Validation to be completed by the imbedded, in-plant government representative. Early Delivery Acceptable

FOB: Destination

PURCHASE REQUEST NUMBER: 0011568272

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

(b) (4)

ACRN AB

CIN: GFEBS001156827200002

W911QY20C0086 P00003 Page 10 of 31

ITEM NO 0006AC SUPPLIES/SERVICES

QUANTITY

UNIT

(b) (4)

AMOUNT (b) (4)

Generator Fencing and Electrical

FFP

Validation to be completed by the imbedded, in-plant government representative.

Early Delivery Acceptable

FOB: Destination

PURCHASE REQUEST NUMBER: 0011568272

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

(b) (4)

ACRN AB

CIN: GFEBS001156827200003

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

SECTION C: PERFORMANCE WORK STATEMENT

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

- C.1 SCOPE. The United States Government (USG) seeks to reserve domestic aseptic fill and finish manufacturing capacity for critical vaccines and therapeutics in response to the COVID-19 pandemic. The USG requires reservation of the contractor's available fill/finish manufacturing domestic capacity and for the contractor to allow access to its facility and equipment by a partnering vaccine or therapeutic manufacturer to provide fill/finish services for a (b) (4)
- C.1.1 <u>Background</u>. In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. On March 1, 2020, the President of the United States, pursuant to sections 01 and 301 of the National Emergencies Act (50 U.S.C. 1601 et seq.) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency.
- C.1.1.1 Under the President's Operation Warp Speed Mission, Health and Human Services (HHS) is leading a whole of nation effort with the primary goal to execute on a well-defined portfolio of COVID-19 vaccine candidates to maximize probability of having one or more safe and effective vaccines as fast as possible for mass distribution. As such, HHS's Biomedical Advanced Research and Development Authority (BARDA) has a specific need to identify US domestic aseptic fill and finish manufacturing capacity for critical vaccines and therapeutics in response to the COVID-19 pandemic to ensure uninterrupted supply throughout the COVID-19 campaign.

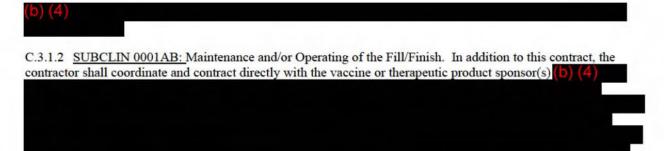
C.1.2 Objective. (b) (4)

C.2 APPLICABLE DOCUMENTS.

C.2.1 Federal Documents:

- C.2.1.1 Title 42, Public Health; Code of Federal Regulations, Public Health Service, Department of Health and Human Services; Part 73, Select Agents and Toxins. (https://www.ecfr.gov/cgi-bin/text-idx?SID=cdbcfac015041e0bc54c92026504ec82&mc=true&tpl=/ecfrbrowse/Title42/42cfrv1 02.tpl#0)
- C.3 **REQUIREMENTS.** Independently, and not as an agent of the USG, in accordance with the Proposals submitted by Grand River Aseptic Manufacturing (GRAM) in response to Request for Proposal Number 75A50120R00013 ("COVID-19 Fill and Finish Manufacturing Capacity"), dated May 11, 2020 and June 12, 2020 (and any subsequent revised Proposal submissions), the contractor shall provide all necessary services, qualified personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, to perform the tasks set forth below.

C.3.1 CLIN 0001Task 1 – Aseptic Fill and Fill Manufacturing Capacity Reservation	
C.3.1.1 SUBCLIN 0001AA (Reservation Fee Only): Reservation of the Filling Line. (b) (4)	



- C.3.1.2.1 The proposed initial vial configuration shall be Additional products and vial sizes may be proposed in addition to the vial configuration to maximize use of the fill finish capacity throughout the period of performance.
- C.3.1.2.2 The contractor shall comply with the Government-approved Concept of Operations Attachment 3 submitted with the government's Proposal, addressing its Fill/Finish process and operating procedures, in accordance with Contract Data Requirements List (CDRL) A001, Appendix A. At a minimum, the Concept of Operations shall include the details of the relationship with the vaccine or therapeutic product sponsor(s) and the contractor's facility access procedures; line change and validation for BSL2; equipment purchases; and, an Integrated Master Schedule (as an appendix to CDRL A001) for the entire effort. Any revisions to the fill/finish operations or processes and schedule shall require prior USG approval.
- C.3.1.2.3 The contractor shall provide a Product Development Source Material and Manufacturing Report, in accordance with CDRL A004, detailing project materials, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material; location and nature of work performed at manufacturing, processing, and fill/finish sites; and location and nature of non-clinical and clinical studies sites.

C.3.1.2.4 (b) (4)

- C.3.1.2.5 The contractor shall make facilities used to support this contract accessible to USG representatives for required pre-award and periodic inspections.
- C.3.2 <u>Task 2 Program Management (including employee retention, Surge Staffing, Business Prioritization fees)</u>. The contractor shall establish the new capacity in compliance with Federal Drug Administration (FDA) current good manufacturing practices (cGMP) regulations. Title or interest in equipment acquired by contractor under this contract will not yest with the USG
- C.3.2.1.1 The contractor shall host a contract Kick-Off Meeting within teleconference. The meeting shall be two (2) hours in duration.
- C.3.2.1.2 The contractor shall be responsible for management of all activities, subcontractors, etc. to meet the goals of the contract, including holding routine meetings with BARDA, and completion of meeting minutes. For proposal purposes, the contractor shall assume weekly meetings not exceeding one (1) hour in duration throughout the period of performance and provide meeting minutes for each meeting in accordance with CDRL A002. The contractor(s) shall provide monthly Status Reports (in accordance with CDRL A003) that includes capacity availability and utilization, as well as any issues that impact the operational availability of the reserved capacity.
- C.3.2.1.3 The contractor shall provide a Facility Security Plan in accordance with CDRL A005 and Attachment 2.
- C.3.2.1.4 The contractor shall provide a final Contract Summary Report in accordance with CDRL A006.

C.3.2.1.5 The contractor shall provide a report regarding the (b) (4)

in accordance with CDRL A009.

C.4 Adjustments to the Reservation Period - Timeline



- C.5 CLIN 0005 Data Deliverables and Milestone Schedule.
- C.5.1 The contractor shall provide all data deliverables in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, provided at Appendix A, Section J.
- C.5.2 The contractor shall comply with the Milestone Schedule provided at Attachment 1, Section J.

C.6 Listing of Acronyms.

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

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001A	A 04-AUG-2020	1	N/A FOB: Destination	
0001AI	3 31-AUG-2020	1	W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 FOB: Destination	W911QY
0001A0	C 30-SEP-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 31-OCT-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 30-NOV-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 31-DEC-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 31-JAN-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 28-FEB-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 31-MAR-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 30-APR-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 31-MAY-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
0001A0	C 30-JUN-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY

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

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

G.1 GOVERNMENT CONTRACT ADMINISTRATION

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

Procuring Contracting Officer: Bldg 1, General Greene Avenue Natick, MA 01760-5011 **Contract Specialist:** Bldg 1, General Greene Avenue Natick, MA 01760-5011 DCMA: Administrative Contracting Officer / DCMA Detroit-Grand Rapids Contracting Officer's Representative (COR) HHS/ASPR/BARDA/IEIDD G.2 GOVERNMENT TECHNICAL POINT OF CONTACT Branch Chief CDMO Network Pharmaceutical Countermeasures Infrastructure (PCI) Biomedical Advanced Research and Development Authority (BARDA) Office of the Assistant Secretary for Preparedness and Response (ASPR) Department of Health and Human Services (HHS)

G.3 CONTRACTOR'S CONTRACT ADMINISTRATION

Primary: (1) (1)

G.4 PLACES OF PERFORMANCE

Primary: (6) (6)

Address: Grand Rapids, MI 22102

CAGE Code 6ZL94

G.5 NOTIFICATION OF REVISIONS AND CHANGE

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

ACCOUNTING AND APPROPRIATION DATA

AA: 0212020202120400000664643252	S.0074658.5.9	6100.9000021001
COST CODE: A5XAH		

(b) (4)

AB: 0212020202120400000664643255 S.0074658.5.9 6100.9000021001 COST CODE: A5XAH

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	GFEBS001153321000010	(b) (4)
	0001AB	GFEBS001153321000020	(b) (4)
	0001AC	GFEBS001155206300001	(b) (4)
	0002AA	GFEBS001153321000050	(b) (4)
	0002AB	GFEBS001153321000060	(b) (4)
	0002AC	GFEBS001153321000070	(b) (4)
	0002AD	GFEBS001153321000080	(b) (4)
	0002AE	GFEBS001153321000090	(b) (4)
	0003	GFEBS001153321000040	(b) (4)
	0004	GFEBS001153321000030	(b) (4)
AB	0006AA	GFEBS001156827200001	(b) (4)
	0006AB	GFEBS001156827200002	(b) (4)
	0006AC	GFEBS001156827200003	(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause-

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

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

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

- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall-
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
- (2) Be registered to use WAWF at https://wawf.eb mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb mil/.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For fixed price line items-

"Invoice 2in1"

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W911QY

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

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

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

(End of clause)

H.3 Disclosure of Information:

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

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

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

H.4 Publication and Publicity

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

- (a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.
- (b) Unless authorized in writing by the CO, the contractor shall not display the HHS logo including Operating Division or Staff Division logos on any publications.
- (c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies HHS approval or endorsement of the product(s) or service(s) provided.
- (d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

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

H.5 Organizational Conflicts of Interest:

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

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

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

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

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

H.6 Confidentiality of Information

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

- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

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

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

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

H.8 Contract Financing

- (1) Except as otherwise provided in the contract, delivery payments shall be made only for completed supplies and services accepted by the Government in accordance with the terms of the contract.
- (2) This contract provides for commercial advance payments of a reservation fee of (b) (4) following contract award. This is of the Reservation Fee (Sub Line Item Number 0001AA).
- (3) Specific conditions of contractor entitlement to those financing payments: Upon contract award, GRAM will become entitled to payment for the Reservation Fee and shall invoice for the advance payment.
- (4) Liquidation of those financing payments by delivery payments: The advance payment of the reservation fee will be liquidated at the rate of (b) (4) per month of performance.
- (5) In accordance with FAR 32.202-4 (a)(2), the contracting officer has determined the offeror's financial condition to be adequate security, provided the offeror agrees to provide additional security should that financial condition become inadequate as security;
 - (6) Upon award the contractor shall invoice for the reservation fee.
 - (7) See Clauses 52.212-4(i) and 52.232-29 for additional payment terms and conditions.

H.9 BARDA Facility Security Requirements.

"Facility Security Plan

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

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

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

2. This has been satisfied in P00003.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

Gratuities	APR 1984
Prohibition on Contracting for Certain Telecommunications	AUG 2020
	OCT 2010
Contract Terms and ConditionsCommercial Items	OCT 2018
Requirements Relating to Compensation of Former DoD Officials	SEP 2011
Agency Office of the Inspector General	AUG 2019
Provision Of Information To Cooperative Agreement Holder	s DEC 1991
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
Levies on Contract Payments	DEC 2006
Requests for Equitable Adjustment	DEC 2012
	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Contract Terms and ConditionsCommercial Items Requirements Relating to Compensation of Former DoD Officials Agency Office of the Inspector General Provision Of Information To Cooperative Agreement Holder Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Electronic Submission of Payment Requests and Receiving Reports Levies on Contract Payments

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- **X** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]
	(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div.
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L. 111-117, section 743 of Div. C). X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note). (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313). (10) [Reserved] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a). (ii) Alternate I (MAR 2020) of 52.219-3. (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (13) [Reserved] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644). (ii) Alternate I (MAR 2020) of 52.219-6. (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644). (ii) Alternate I (MAR 2020) of 52.219-7. (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)). (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)). (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)). (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f). (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)). (ii) Alternate I (MAR 2020) of 52.219-28. (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)). (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)). (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)). X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755). (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126). X(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015). X(30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246). (ii) Alternate I (FEB 1999) of 52.222-26. X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212). (ii) Alternate I (JUL 2014) of 52.222-35. X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793). (ii) Alternate I (JUL 2014) of 52.222-36. X (33) 52.222-37. Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212). X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O.

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub.

(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-

acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in

X (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627). X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the

22.1803.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693). (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514). (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514). (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b). (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513). (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693). (46) 52.223-21, Foams (JUN 2016) (E.O. 13693). (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a). (ii) Alternate I (JAN 2017) of 52.224-3. X (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83). (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. (ii) Alternate I (MAY 2014) of 52.225-3. (iii) Alternate II (MAY 2014) of 52.225-3. (iv) Alternate III (MAY 2014) of 52.225-3. X (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150 (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150). (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020). X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. X (57) 52.232-30. Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332). X (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332). (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332). (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)). (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). (ii) Alternate I (APR 2003) of 52.247-64. (iii) Alternate II (FEB 2006) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of

law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67). X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- ____(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- _____(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91). (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts

to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) <u>52.224-3</u>, Privacy Training (*Jan* 2017) (<u>5 U.S.C. 552a</u>).
- (B) Alternate I (Jan 2017) of <u>52.224-3</u>.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Appendix A_CDRL		02-AUG-2020
Attachment 1	Milestone Schedule V	V1	01-SEP-2020
Attachment 2	Concept of Operation	ns	04-AUG-2020
Attachment 3	OWS Required	01-SEP-2020	
	ContentBARDA Sec	urity	
	PLAN V1		

AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1.CONTRACTID	•
			J	1 14
	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5	5. PROJECT NO.(Ifapplicable)
P00001	01-Sep-2020			
6. ISSUED BY CODE W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	W911QY	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA DETROIT 35803 MOUND RD STERLING HEIGHTS MI 48310	CODE	S2305A
8. NAME AND ADDRESS OF CONTRACTOR (I GRAND RIVER ASEPTIC MANUFACTURING, INC.	No., Street, County, S	state and Zip Code)	9A. AMENDMEN	NT OF SOLICITATION NO.
GRAM 140 FRONT AVE SW #3			9B. DATED (SEE	,
GRAND RAPIDS MI 49504-6426		x		ONTRACT/ORDER NO.
CODE 671.04	EACH ETV COD	X X	10B. DATED (SE 04-Aug-2020	ZE ITEM 13)
CODE 6ZL94	FACILITY COD	PPLIES TO AMENDMENTS OF SOLICI		
The above numbered solicitation is amended as set forth			is extended,	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 telegramor letter, provided each telegramor letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)			
See Schedule				
IT MODIF	TESTHE CONTRAC	O MODIFICATIONS OF CONTRACTS/C T/ORDER NO. AS DESCRIBED IN ITEM	I 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/OI office, appropriation date, etc.) SET FORTI	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAR		changes in paying
X C. THIS SUPPLEMENTAL AGREEMENT IS FAR 43.103(a)(3) Mutual Agreement Between				
D. OTHER (Specify type of modification and a	uthority)			
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return 1 co	opies to the issuing o	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: D16 202614 Modification Obligation: D2 202614 Modification Obligation: D3 202614 Modification Obligation: D				
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 p		16A. NAME AND TITLE OF CONT		
		(b) (6) TEL: § (b) (6)	EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMERIC BY (6) (6)	CA	16C. DATE SIGNED 18-Sep-2020
(Signature of person authorized to sign)		(Signature of Contracting Office	eer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from

DEFENSE FINANCE AND ACCOUNTING SERVICE

DFAS-INDY VP GFEBS 8899 E 56TH STREET

INDIANAPOLIS IN 46249-3800

to

DEFENSE FINANCE AND ACCOUNTING SERVICE

DFAS - COLUMBUS CENTER (HQ0337)

NORTH ENTITLEMENT OPERATIONS

P.O. BOX 182317

COLUMBUS OH 43218-2266

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCL	JN	0001	AB

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

The total cost of this line item has decreased by (b) (4) from (b) (4)

CLIN 0003

The CLIN extended description has changed from:

The contractor shall complete the validation of the line at BSL-2 in an accelerated fashion IAW C.3.2.2

To:

The contractor shall complete the validation of the line at BSL-2 in an accelerated fashion.

SUBCLIN 0001AC is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001AC Job (b) (4)

Maintenance and/or Operating

FFP

Maintenance and/or Operating of Fill/Finish Process-Monthly IAW C.3.1.2

FOB: Destination

PURCHASE REQUEST NUMBER: 0011552063

PSC CD: Q999

NET AMT (b) (4)

ACRN AA

CIN: GFEBS001155206300001

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001AC:

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

SECTION F - DELIVERIES OR PERFORMANCE

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

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

1 hr. ADC 1 N/A

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

04-AUG-2020 1 N/A

FOB: Destination

The following Delivery Schedule Item has been deleted from SUBCLIN 0001AB:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

30-SEP-2020	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-JUN-2021	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-MAY-2021	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-APR-2021	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-MAR-2021	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

28-FEB-2021	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-JAN-2021	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2020	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-NOV-2020	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-OCT-2020	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

31-JUL-2021 1 W6QK ACC-APG NATICK W911QY

(b) (6)

CONTRACTING DIVISION

BLDG 1 GENERAL GREENE AVENUE

NATICK MA 01760-5011

FOB: Destination

The following Delivery Schedule for SUBCLIN 0001AC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-SEP-2020	1	W6QK ACC-APG NATICK (b) (6) CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 (b) (6) FOB: Destination	W911QY
31-OCT-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
30-NOV-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
31-DEC-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
31-JAN-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
28-FEB-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
31-MAR-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
30-APR-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
31-MAY-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
30-JUN-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY
31-JUL-2021	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911QY

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0001AB:

AA: 0212020202120400000664643252

S.0074658.5.9

6100.9000021001 A5XAH (CIN

GFEBS001153321000020) was decreased by (b) (4)

SUBCLIN 0001AC:

Funding on SUBCLIN 0001AC is initiated as follows:

ACRN: AA

CIN: GFEBS001155206300001

Acctng Data: 0212020202120400000664643252

S.0074658.5.9

6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

The following have been modified:

G.1 GOVERNMENT CONTRACT ADMINISTRATION

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

Procuring Contracting Officer:

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

Contract Specialist:

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

DCMA:

Administrative Contracting Officer / DCMA Detroit-Grand Rapids

Contract Administrator / DCMA Detroit
(b) (6)
Contracting Officer's Representative (COR)
(b) (6)
(b) (6)
(b) (6)
(<u>b)</u> (<u>6)</u>
G.2 GOVERNMENT TECHNICAL POINT OF CONTACT
(b) (6)
(b) (6)
(b) (6)
G.3 CONTRACTOR'S CONTRACT ADMINISTRATION

G.4 PLACES OF PERFORMANCE

Primary: (b) (6)

Primary: (b) (6)

Address: Grand Rapids, MI 22102

CAGE Code 6ZL94

G.5 NOTIFICATION OF REVISIONS AND CHANGE

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

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

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For fixed price line items—

"Invoice 2in1"

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911QY
Admin DoDAAC**	S2305A
Inspect By DoDAAC	
Ship To Code	

Ship From Code	
Mark For Code	TBD
Service Approver (DoDAAC)	S2305A
Service Acceptor (DoDAAC)	S2305A
Accept at Other DoDAAC	S2305A
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.3 Disclosure of Information:

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

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

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

H.4 Publication and Publicity

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

- (a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.
- (b) Unless authorized in writing by the CO, the contractor shall not display the HHS logo including Operating Division or Staff Division logos on any publications.
- (c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies HHS approval or endorsement of the product(s) or service(s) provided.
- (d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

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

H.5 Organizational Conflicts of Interest:

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

The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR Parts 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the Contractor's performance of this contract, as well as the creation of any

unfair competitive advantage as a result of knowledge gained through access to any non-public data or third party proprietary information.

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

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

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

H.6 Confidentiality of Information

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

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

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

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

H.8 Contract Financing

- (1) Except as otherwise provided in the contract, delivery payments shall be made only for completed supplies and services accepted by the Government in accordance with the terms of the contract.
- (2) This contract provides for commercial advance payments of a reservation fee of (b) (4) following contract award. This is (b) (4) of the Reservation Fee (Sub Line Item Number 0001AA).
- (3) Specific conditions of contractor entitlement to those financing payments: Upon contract award, GRAM will become entitled to payment for the Reservation Fee and shall invoice for the advance payment.
- (4) Liquidation of those financing payments by delivery payments: The advance payment of the reservation fee will be liquidated at the rate of (b) (4) per month of performance.
- (5) In accordance with FAR 32.202-4 (a)(2), the contracting officer has determined the offeror's financial condition to be adequate security, provided the offeror agrees to provide additional security should that financial condition become inadequate as security;
 - (6) Upon award the contractor shall invoice for the reservation fee.
 - (7) See Clauses 52.212-4(i) and 52.232-29 for additional payment terms and conditions.

H.9 BARDA Facility Security Requirements.

"Facility Security Plan

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

."

The government acknowledges this constraint, and due to urgency, the government will consider adding additional effort and funding to meet this requirement after contract award and upon receipt of a change proposal provided not later than 60 days after award. In the event that GRAM does not provide an adequate change proposal within 60 days, the Government will withhold payment of CLIN 0001, SLIN 0001AB until an adequate change proposal is accepted by the Government.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPEDESCRIPTIONPAGESDATEExhibit AAppendix A_CDRL02-AUG-2020Attachment 1Milestone Schedule04-AUG-2020

Attachment 2	Concept of Operations	04-AUG-2020
Attachment 3	OWS Required Content	02-AUG-2020

to:

Exhibit/Attachment Table of Contents

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

(End of Summary of Changes)

AMENDMENT OF COLLOTER	1.CONTRACTI	D CODE	PAGE OF PAGES			
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				J		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(Ifapplicable)	
P00002	24-Sep-2020	SEE SCHEDULE				
6. ISSUED BY CODE	W911QY	7. ADMINISTERED BY (Ifother than item 6)	COD	DE S230	5 A	
W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		DEFENSE CONTRACT MANAGEMENT AGENCY DCMA DETROIT 35803 MOUND RD STERLING HEIGHTS MI 48310				
NAME AND ADDRESS OF CONTRACTOR (GRAND RIVER ASEPTIC MANUFACTURING, INC.	No., Street, County, S	State and Zip Code)	9A. AMENDMENT OF SOLICITATION NO.			
GRAM 140 FRONT AVE SW #3			9B. DATED (SEE ITEM 11)			
GRAND RAPIDS MI 49504-6426		x	X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0086			
CODE 6ZL94	FACILITY COD	XE X	10B. DATED (3	SEE ITEM	13)	
		PPLIES TO AMENDMENTS OF SOLICI				
The above numbered solicitation is amended as set forth			is extended,	is not exter	nded.	
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a ref RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this am provided each telegramor letter makes reference to the s	copies of the amendmen erence to the solicitation a E RECEIPT OF OFFERS I endment you desire to char	it; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR ACT PRIOR TO THE HOUR AND DATE SPECIFIED Mange an offer already submitted, such change may be to	on each copy of the off KNOWLEDGMENT I IAY RESULT IN made by telegramor let	го ве		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACT S/C CT/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH IN	NITEM 14 ARE M	IADE IN TI	HE	
X B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				as changes ir	n paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return co	opies to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: 203006 Modification Obligation: 508						
The purpose of this modification is to update D	ODAAC information of	only.				
Admin DODAAC Updated on Contract Pay Office updated on WAWF Clause						
No other changes to the contract have been made.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchast 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CO					or print)	
15A. NAME AND TITLE OF SIGNER (Type of print) 16A. NAME AND TITLE OF CO. (6) (6) TEL: (5) (6)			EMAIL: (b) (6)	(T)po	Frmi	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI				C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Office	er)	<u> </u>	4-Sep-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'administered by' organization has changed from
W6QK ACC-APG NATICK
CONTRACTING DIVISION
BLDG 1 GENERAL GREENE AVENUE
NATICK MA 01760-5011
to
DEFENSE CONTRACT MANAGEMENT AGENCY
DCMA DETROIT
35803 MOUND RD
STERLING HEIGHTS MI 48310

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

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

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For fixed price line items—

"Invoice 2in1"

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W911QY
Admin DoDAAC**	S2305A
Inspect By DoDAAC	
Ship To Code	W911QY
Ship From Code	
Mark For Code	TBD
Service Approver (DoDAAC)	S2305A
Service Acceptor (DoDAAC)	S2305A
Accept at Other DoDAAC	S2305A
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

W911QY20C0086 P00002 Page 4 of 4

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

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

(End of clause)

(End of Summary of Changes)

AMENDMENT OF COLLOTER	1.CONTRACT	ID CODE	PAGE OF PAGES		
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				J	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	'NO.(Ifapplicable)
P00003	25-Oct-2020	SEE SCHEDULE			
6. ISSUED BY CODE	W911QY	7. ADMINISTERED BY (Ifother than item 6)	COL	DE S230	5A
W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	DEFENSE CONTRACT MANAGEMENT AGENCY DCMA DETROIT 35803 MOUND RD STERLING HEIGHTS MI 48310	,			
8. NAME AND ADDRESS OF CONTRACTOR (GRAND RIVER ASEPTIC MANUFACTURING, INC.	No., Street, County, S	State and Zip Code)	9A. AMENDMENT OF SOLICITATION NO.		
GRAM 140 FRONT AVE SW #3			9B. DATED (SEE ITEM 11)		
GRAND RAPIDS MI 49504-6426		х	X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0086		
SODE ATIME		XE X	10B. DATED (SEE ITEM	13)
CODE 6ZL94	FACILITY COD	DE L^ PPLIES TO AMENDMENTS OF SOLICI			
The above numbered solicitation is amended as set forth			is extended,	is not exter	ndad
				is not exter	nded.
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a ref RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegramor letter makes reference to the s	copies of the amendmen erence to the solicitation a E RECEIPT OF OFFERS I endment you desire to char	t; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED N nge an offer already submitted, such change may be t	on each copy of the off KNOWLEDGMENT? MAY RESULT IN made by telegramor let	то ве	
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS/C CT/ORDER NO. AS DESCRIBED IN ITEM			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH IN	NITEM 14 ARE M	IADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				as changes i	n paying
X C. THIS SUPPLEMENTAL AGREEMENT IS 52.243-1	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor is not,	x is required to sig	n this document and return1 c	opies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: 21273 Modification Obligation: (b) (4)					
The purpose of this modification is to add CLIN Update H.9 to show requirment was satisfied. Add Mandatory Clause 52.204-25	0006 and associated	d SubCLINS to add the requirements to m	eet the OWS Sect	urtity requir	ements.
Changes are outlined in the summary of changes:					
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 SIGNER (Type or print)					or print)
(b) (6)				(-)F-	. /
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	(b) (6)	EMAIL: (b) (6)	160	C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Office	er)	3	80-Oct-2020
(-British and to sight)	1	(Some Some Some Some Some Some Some Some	/		

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

CLIN 0006 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY

UNIT UNIT PRICE

AMOUNT

(b) (4

OWS Security Upgrades

FFP

Required Security elements in accordance with GRAM's proposal. Validation to be completed by the imbedded, in-plant government representative.

NET AMT

(b) (4)

SUBCLIN 0006AA is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY

0006AA

0006

. . . .

(b) (4)

UNIT Months

UNIT PRICE
(b) (4)

AMOUNT

) (4)

Security Personnel

FFP

Unarmed Security Personnel and Security Director

FOB: Destination

PURCHASE REQUEST NUMBER: 0011568272

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

(b) (4)

ACRN AB

CIN: GFEBS001156827200001

(b) (4)

SUBCLIN 0006AB is added as follows:

QUANTITY ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** 0006AB 1 Job (b) (4) (b) (4)

Phyisical Security Upgrades

FFP

includes Card Reader Additions, Badge Printing, Photo Back Drop, Camera, Cable Installation, Cage, Freezer Electrical -Validation to be completed by the imbedded, in-plant government representative. Early Delivery Acceptable

FOB: Destination

PURCHASE REQUEST NUMBER: 0011568272

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

ACRN AB

CIN: GFEBS001156827200002

SUBCLIN 0006AC is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY **UNIT UNIT PRICE AMOUNT** 0006AC Job

Generator Fencing and Electrical

Validation to be completed by the imbedded, in-plant government representative.

Early Delivery Acceptable

FOB: Destination

PURCHASE REQUEST NUMBER: 0011568272

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

ACRN AB

CIN: GFEBS001156827200003

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT ACCEPT AT INSPECT BY

ACCEPT BY N/A N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AA:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AB:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AC:

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

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for SUBCLIN 0006AA has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-OCT-2020	1	N/A FOB: Destination	
30-NOV-2020	1	N/A FOB: Destination	
31-DEC-2020	1	N/A FOB: Destination	
31-JAN-2021	1	N/A FOB: Destination	
28-FEB-2021	1	N/A FOB: Destination	
31-MAR-2021	1	N/A FOB: Destination	
30-APR-2021	1	N/A FOB: Destination	
31-MAY-2021	1	N/A FOB: Destination	
30-JUN-2021	1	N/A FOB: Destination	
31-JUL-2021	1	N/A FOB: Destination	

The following Delivery Schedule for SUBCLIN 0006AB has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

31-DEC-2020 1 N/A

FOB: Destination

The following Delivery Schedule for SUBCLIN 0006AC has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

28-FEB-2021 1 N/A

FOB: Destination

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 0006AA:

Funding on SUBCLIN 0006AA is initiated as follows:

ACRN: AB

CIN: GFEBS001156827200001

Acctng Data: 0212020202120400000664643255 S.0074658.5.9 6100.9000021001

Increase: \$(b) (4)

Total: \$(b) (4)

Cost Code: A5XAH

SUBCLIN 0006AB:

Funding on SUBCLIN 0006AB is initiated as follows:

ACRN: AB

CIN: GFEBS001156827200002

Acctng Data: 0212020202120400000664643255 S.0074658.5.9 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0006AC:

Funding on SUBCLIN 0006AC is initiated as follows:

ACRN: AB

CIN: GFEBS001156827200003

Acctng Data: 0212020202120400000664643255 S.0074658.5.9 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.3 Disclosure of Information:

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

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

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

H.4 Publication and Publicity

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

- (a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.
- (b) Unless authorized in writing by the CO, the contractor shall not display the HHS logo including Operating Division or Staff Division logos on any publications.
- (c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies HHS approval or endorsement of the product(s) or service(s) provided.
- (d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract No. W911OY-20-P-0086."

H.5 Organizational Conflicts of Interest:

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

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

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

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

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

H.6 Confidentiality of Information

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

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

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

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

H.8 Contract Financing

- (1) Except as otherwise provided in the contract, delivery payments shall be made only for completed supplies and services accepted by the Government in accordance with the terms of the contract.
- (2) This contract provides for commercial advance payments of a reservation fee of (b) (4) following contract award. This is (b) (4) of the Reservation Fee (Sub Line Item Number 0001AA).

- (3) Specific conditions of contractor entitlement to those financing payments: Upon contract award, GRAM will become entitled to payment for the Reservation Fee and shall invoice for the advance payment.
- (4) Liquidation of those financing payments by delivery payments: The advance payment of the reservation fee will be liquidated at the rate of (b) (4) per month of performance.
- (5) In accordance with FAR 32.202-4 (a)(2), the contracting officer has determined the offeror's financial condition to be adequate security, provided the offeror agrees to provide additional security should that financial condition become inadequate as security;
 - (6) Upon award the contractor shall invoice for the reservation fee.
 - (7) See Clauses 52.212-4(i) and 52.232-29 for additional payment terms and conditions.

H.9 BARDA Facility Security Requirements.

"Facility Security Plan

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

."

The government acknowledges this constraint, and due to urgency, the government will consider adding additional effort and funding to meet this requirement after contract award and upon receipt of a change proposal provided not later than 60 days after award. In the event that GRAM does not provide an adequate change proposal within 60 days, the Government will withhold payment of CLIN 0001, SLIN 0001AB until an adequate change proposal is accepted by the Government.

2. This has been satisfied in P00003.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-25 Prohibition on Contracting for Certain Telecommunications AUG 2020 and Video Surveillance Services or Equipment.

(End of Summary of Changes)

A MENDMENT OF COLLOTE	1.CONTRACT I	D CODE	PAGE OF PAGES		
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				J	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	,	5. PROJECT	NO.(Ifapplicable)
P00004	13-Nov-2020	SEE SCHEDULE			
6. ISSUED BY CODE	W911QY	7. ADMINISTERED BY (If other than item 6)	COL	DE S230	5A
W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	DEFENSE CONTRACT MANAGEMENT AGENCY DCMA DETROIT 35903 MOUND RD STERLING HEIGHTS MI 48310				
NAME AND ADDRESS OF CONTRACTOR (I GRAND RIVER ASEPTIC MANUFACTURING, INC.	No., Street, County, S	State and Zip Code)	9A. AMENDMENT OF SOLICITATION NO.		
GRAM 140 FRONT AVE SW #3			9B. DATED (SEE ITEM 11)		
GRAND RAPIDS MI 49504-6426		х	X 10A, MOD, OF CONTRACT/ORDER NO. W911QY20C0086		
CODE ATLAN		XE X	10B. DATED (04-Aug-2020	SEE ITEM	13)
CODE 6ZL94	FACILITY COD	DE			
The above numbered solicitation is amended as set forth			is extended,	is not exter	nded
			J ' L	is not exter	nueu.
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refi RECEIVED AT THE PLACE DESIGNATED FOR THI REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the so	copies of the amendmen erence to the solicitation a E RECEIPT OF OFFERS I endment you desire to char	it; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR ACT PRIOR TO THE HOUR AND DATE SPECIFIED Mage an offer already submitted, such change may be to	on each copy of the off KNOWLEDGMENT? IAY RESULT IN made by telegramor let	го ве	
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS/C T/ORDER NO. AS DESCRIBED IN ITEM			
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH IN	VITEM 14 ARE M	IADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT/OI office, appropriation date, etc.) SET FORTI				as changes i	n paying
X C. THIS SUPPLEMENTAL AGREEMENT IS 1 52.243-1	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor is not,	x is required to sig	n this document and return 1 co	opies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: 21472 Modification Obligation: (b) (4)					
The purpose of this modification is to incorporate an Enhanced Labeler and Printer Capability and Enhanced Fill Finish Capabilities required for the identified Janssen Drug Product. This modification eliminates SUBCLN 0002AD for (b) (4) and SUBCLN 0002AF for incorporating the required additional enhanced packaging/labeling capabilities.					
These changes have been requested by the re	equiring activity in ord	der to meet mission goals.			
Changes are as follows:					
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 CO.					or print)
(b) (6)			EMAIL:		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	(h) (6)	EMAIL: (b) (6)	16	C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Office	er)	1	9-Nov-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 0002AD

The CLIN extended description has changed from:

The contractor will perform Fully Automated Labeling Machine Capacity Expansion and report of invoice. Early delivery is acceptable.

To:

The contractor will perform Fully Automated Labeling Machine Capacity Expansion and report of invoice. Early delivery is acceptable. P00004 - Decrement (b) (4) - moved/inocrporated into SUBCLIN 00002AF

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The total cost of this line item has decreased by (b) (4) to \$0.00.

SUBCLIN 0002AF is added as follows:

ITEM NO 0002AF

SUPPLIES/SERVICES

QUANTITY

UNIT Job UNIT PRICE

AMOUNT

Enhanced Labeler and Printer Capability

FFP

The contractor will perform Enhanced Fully Automated Labeling and Printing Machine Capacity Expansion and report of invoice in accordance with GRAM's proposal dated 11/02/2020. Early delivery is acceptable. At a minimum, the capacity must support Janssen's Drug Product, including but not limited to high speed labeling and decrease potential for ink smearing associated with thermal transfer printing. Validation to be completed by the embedded, in-plant government representative.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011533210-0005

PSC CD: Q999

NET AMT

(b) (4)

ACRN AA

CIN: GFEBS001153321000093

(b) (4)

SUBCLIN 0002AG is added as follows:

ITEM NO 0002AG

SUPPLIES/SERVICES

QUANTITY 1 UNIT Job UNIT PRICE

AMOUNT

/ IIVIO

Enhanced Fill Finish Capabilities

FFP

The contractor shall provide and complete the installation of enhanced packaging to full operational cabability IAW vendor proposal received 11/02/2020.

Validation to be completed by the imbedded, in-plant government representative.

Early Delivery Acceptable

FOB: Destination

PURCHASE REQUEST NUMBER: 0011533210-0003

PROJECT: Operation Warp Speed

PSC CD: Q999

NET AMT

b) (4)

ACRN AA

CIN: GFEBS001153321000092

(b) (4)

SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 0002AE has been changed from: INSPECT AT INSPECT BY ACCEPT AT

ACCEPT BY

W911QY20C0086 P00004 Page 4 of 6

N/A N/A N/A Government

To:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A Origin Government

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

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A Origin Government

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

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

SECTION F - DELIVERIES OR PERFORMANCE

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

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

31-JAN-2021 1 W6QK ACC-APG NATICK W911QY

(b) (6)

CONTRACTING DIVISION

BLDG 1 GENERAL GREENE AVENUE

NATICK MA 01760-5011

(b) (6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

31-JAN-2021 0 W6QK ACC-APG NATICK W911QY

(b) (6

CONTRACTING DIVISION

BLDG 1 GENERAL GREENE AVENUE

NATICK MA 01760-5011

(b) (6)

FOB: Destination

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

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

15-JUN-2021 1 W6QK ACC-APG NATICK DIVISION W911QY

(b) (6)

BLDG 1 GENERAL GREENE AVENUE

NATICK MA 01760-5011

(b) (6)

FOB: Destination

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

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

15-JUN-2021 1 W6QK ACC-APG NATICK W911QY

(b) (6)

CONTRACTING DIVISION

BLDG 1 GENERAL GREENE AVENUE

NATICK MA 01760-5011

(b) (6)

FOB: Destination

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) from (b) (4)

SUBCLIN 0002AD:

AA: 0212020202120400000664643252 S.0074658.5.9 6100.9000021001 A5XAH (CIN

GFEBS001153321000080) was decreased by (b) (4) to (b) (4)

SUBCLIN 0002AF:

Funding on SUBCLIN 0002AF is initiated as follows:

ACRN: AA

CIN: GFEBS001153321000093

Acctng Data: 0212020202120400000664643252 S.0074658.5.9 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0002AG:

Funding on SUBCLIN 0002AG is initiated as follows:

ACRN: AA

CIN: GFEBS001153321000092

Acctng Data: 0212020202120400000664643252 S.0074658.5.9 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

(End of Summary of Changes)

	1. CONTRACTI	D CODE	PAGE OF PAGES			
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			J		1 11	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(Ifapplicable)	
P00005	1 April 2021	SEE SCHEDULE				
6. ISSUED BY CODE	W911QY	7. ADMINISTERED BY (Ifother than item 6)	COD	E S230)5A	
W6OK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	DEFENSE CONTRACT MANAGEMENT AGENCY DCMA DETROIT 35803 MOUND RD STERLING HEIGHTS MI 48310	fo.				
8. NAME AND ADDRESS OF CONTRACTOR (I GRAND RIVER ASEPTIC MANUFACTURING, INC.		9A. AMENDMENT OF SOLICITATION NO.				
GRAM 10 FRONT AVE SW#3 GRAND RAPIDS MI 49504-6426			9B. DATED (SE		ε.	
G1741U 174-1US M1 45004-6420		<u> </u>	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0086			
CODE 6ZL94	FACILITY COD	x	04-Aug-2020	10B. DATED (SEE ITEM 13) 04-Aug-2020		
TO CONTROL OF THE CON		PPLIES TO AMENDMENTS OF SOLICI	<u> </u>			
The above numbered solicitation is amended as set forth	in Item 14. The hour and o	late specified for receipt of Offer	is extended,	is not exte	ended.	
Offer must acknowledge receipt of this amendment prior	to the hour and date speci	fied in the solicitation or as amended by one of the	following methods:			
(a) By completing Items 8 and 15, and returning		t; (b) By acknowledging receipt of this amendment				
or (c) By separate letter or telegram which includes a refe RECEIVED AT THE PLACE DESIGNATED FOR THI				IO BE		
REJECTION OF YOUR OFFER. Ifby virtue of this ame		4. Telescope (1985) 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 -	그런 하나 없는 것이 없는 생산님은 경기를 하는데 하고 있는 것이 없었다.	ter,		
provided each telegramor letter makes reference to the so		ment, and is received prior to the opening hour and	date specified.			
12. ACCOUNTING AND APPROPRIATION DATES	TA (If required)					
		O MODIFICATIONS OF CONTRACTS/O T/ORDER NO. AS DESCRIBED IN ITEN				
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE					
B. THE ABOVE NUMBERED CONTRACT/OR office, appropriation date, etc.) SET FORTI				s changes i	n paying	
X C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.243-1	ENTERED INTO PU	RSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not,	is required to sign	this document and return 1 c	opies to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: 211686 MODIFICATION OBLIGATION AMOUNT: (b) (4)		by UCF section headings, including solicita	ation/contract subje	ect matter		
1. The purpose of this modification is to add CLIN 0007 for the increased fill/finish capacity expansion. This modification adds SubCLIN 0007 AA for (b) (4) SubCLIN 0007 AB for (b) (4) SubCLIN 0007 AC for (b) (4) SubCLIN 0007 AD for (b) (4) SubCLIN 0007 AF for (b) (4)						
2. This change was requested by the requiring activity in order to meet mission goals.						
3. As a result of this modification, the total cost & funding of this contract was increased by \$538,501.69 from \$162,622,178.10 to \$163,160,679.79.						
Pease see below for details. Except as provided herein, all terms and conditions of the document referenced in Item9A 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)			or print)			
(b) (6)	TEL:	EMAL:				
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNED		CA	16	C. DATE SIGNED	
(b) (6)	04/01/2021	_{BY} (b) (6)		1	April 2021	
(Signature of person authorized to sign)		(Signature of Contracting Office	er)		aurou d use oner Nichelle	

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) from (b) (4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0007 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 0007

AMOUNT

Increased Filling Capacity

FFP

The contractor shall establish increased qualified manufacturing capacity by expanding the available equipment to support a higher throughput of filled doses by offering increased manufacturing process volumes to include, but not limited to, formulation tanks, ancillary equipment for the filling line and larger freezer space to accommodate the storage of the increased number of filled drug product. To the extent required, qualification of the new equipment is required to support the increased capacity.

NET AMT

(b) (4)

SUBCLIN 0007AA is added as follows:

FOR OFFICIAL USE ONLY - PROCUREMENT SENSTIVE INFORMATION (FAR 2.102 AND 3.104)

UNIT

Each

ITEM NO SUPPLIES/SERVICES QUANTITY UT 0007AA 1 E

Bulk Vaccine -70 degree Freezer FFP FOB: Destination PURCHASE REQUEST NUMBER: 0011629111

UNIT PRICE
(b) (4)

AMOUNT (b) (4)

NET AMT

(b) (4)

AMOUNT

ACRN AC

PSC CD: Q999

CIN: GFEBS001162911100001

(b) (4)

SUBCLIN 0007AB is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT 0007AB 3 Each

Bulk Vaccine Thaw Carts

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: 0011629111

PSC CD: Q999

UNIT PRICE
(b) (4)

NET AMT

b) (4)

ACRN AC

CIN: GFEBS001162911100002

SUBCLIN 0007AC is added as follows:

(D)(4)

FOR OFFICIAL USE ONLY - PROCUREMENT SENSTIVE INFORMATION (FAR 2.102 AND 3.104)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT PRICE UNIT AMOUNT 0007AC 2 Each 1000L Power Mix Tanks FFP FOB: Destination PURCHASE REQUEST NUMBER: 0011629111 PSC CD: Q999 NET AMT ACRN AC CIN: GFEBS001162911100003 SUBCLIN 0007AD is added as follows: SUPPLIES/SERVICES ITEM NO QUANTITY UNIT UNIT PRICE AMOUNT 0007AD 2 Each Tank Chillers FFP FOB: Destination PURCHASE REQUEST NUMBER: 0011629111

NET AMT

(b) (4)

ACRN AC

PSC CD: Q999

CIN: GFEBS001162911100004

SUBCLIN 0007AE is added as follows:

FOR OFFICIAL USE ONLY - PROCUREMENT SENSTIVE INFORMATION (FAR 2.102 AND 3.104)

ITEM NO 0007AE SUPPLIES/SERVICES

QUANTITY 1,700 UNIT Each UNIT PRICE

AMOUNT

Molded Vial Storage Trays

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: 0011629111

PSC CD: Q999

NET AMT

(b) (4)

ACRN AC

CIN: GFEBS001162911100005

AMT

(b) (1)

SUBCLIN 0007AF is added as follows:

ITEM NO 0007AF SUPPLIES/SERVICES

QUANTITY 1 UNIT Each UNIT PRICE
(b) (4)

AMOUNT

-40 degree Blast Freezer

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: 0011629111

PSC CD: Q999

NET AMT

(b) (4)

ACRN AC

CIN: GFEBS001162911100006

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

SOW CLIN 0007

SECTION C: PERFORMANCE WORK STATEMENT

TITLE: MANUFACTURING CAPACITY EXPANSION FOR VACCINES IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC

SCOPE. The United States Government (USG) seeks to expand the domestic aseptic fill and finish manufacturing capacity for critical vaccines at its contractor Grand River Aseptic Manufacturing (GRAM) facilities in response to the COVID-19 pandemic. The USG requires expansion of the contractor's available fill/finish manufacturing domestic capacity.

- C.1.1 <u>Background</u>. 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 theNational 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 USG's COVID-19 response mission, 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 oneor more safe and effective vaccines as fast as possible for mass distribution. As such, HHS's Biomedical Advanced Research and Development Authority (BARDA) has a specific need to increase US domestic aseptic fill and finish manufacturing capacity for critical vaccines and therapeutics in response to the COVID-19 pandemic to ensure adequate and uninterrupted supply throughout the COVID-19 campaign.
 - C.1.2 Objective. The objective of this effort is to increase the contractor's domestic capacity to perform fill/finish services for a USG-selected COVID-19 BSL-2 vaccine (live virus vaccine).

C.2 APPLICABLE DOCUMENTS.

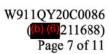
C.2.1 Federal Documents:

- C.2.1.1 Title 21 Code of Federal Regulations (CFR), Food and Drugs: Part 210, Current Good Manufacturing Practice in Manufacturing, Processing, Packing, or Holding of Drugs; General; and, Part 211, Current Good Manufacturing Practice In Manufacturing, Processing, Packing, or Holding of Drugs; General.

 (https://www.ecfr.gov/cgi-bin/text-idx?SID=a95cab20f443897a400bb7e44a27cf4c&mc=true&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl#0).
 - C.3 REQUIREMENTS. Independently, and not as an agent of the USG, in accordance with the Proposals submitted by Grand River Aseptic Manufacturing (GRAM) in response to Request for Proposal Number 75A50120R00013 ("COVID-19 Fill and Finish Manufacturing Capacity"), dated May 11, 2020 and June 12, 2020(and any subsequent revised Proposal submissions), the contractor shall provide all necessary services, qualified personnel, material, equipment and facilities, not otherwise provided by the Government under the terms of this contract, to perform the task set forth below.

C.3.1 Task 1 – Aseptic Fill Manufacturing Capacity Expansion

C.3.1.1.1 To the extent required under the Federal Food, Drug, and Cosmetic Act, the Recipient will ensure that the manufacturing capability established under this contract complies with current good manufacturing practices (cGMPs) under 21 CFR 210 and 211. The contractor agrees to notify the Government of any written cGMP inspection findings from the U.S. Food and Drug Administration (FDA) pertinent to the manufacturing capabilityestablished under this contract.



C.3.2.1 <u>CLIN 0007</u>: <u>Increased Filling Capacity.</u> The contractor shall establish increased qualified manufacturing capacity by expanding the available equipment to support a higher throughput of filled doses by offering increased manufacturing process volumes to include, but not limited to, formulation tanks, ancillary equipment for the filling line and larger freezer space to accommodate the storage of the increased number of filled drug product. To the extent required, qualification of the new equipment is required to support the increased capacity.

C.4 Milestone Schedule. The contractor shall comply with the Milestone Schedule

C.5 Listing of Acronyms.

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

SECTION E - INSPECTION AND ACCEPTANCE

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AA:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Origin Government Origin Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AB:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY Origin Government Origin Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AC:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Origin Government Origin Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AD:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Origin Government Origin Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AE:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Origin Government Origin Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AF:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Origin Government Origin Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for SUBCLIN 0007AA has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

15-JUN-2021 1 W6QK ACC-APG NATICK DIVISION W911QY

(b) (6)

1 GENERAL GREENE AVE

BLDG 1

NATICK MA 01760 FOB: Destination

The following Delivery Schedule for SUBCLIN 0007AB has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

15-JUN-2021 3 W6QK ACC-APG NATICK DIVISION W911QY

(b) (6) 1 GENERAL GREENE AVE

BLDG 1

NATICK MA 01760 FOB: Destination

The following Delivery Schedule for SUBCLIN 0007AC has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

15-JUN-2021 2 W6QK ACC-APG NATICK DIVISION W911QY

b) (6)

1 GENERAL GREENE AVE

BLDG 1

NATICK MA 01760 FOB: Destination

The following Delivery Schedule for SUBCLIN 0007AD has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

15-JUN-2021 2 W6QK ACC-APG NATICK DIVISION W911QY

(b) (6)

1 GENERAL GREENE AVE

BLDG 1

NATICK MA 01760 FOB: Destination

The following Delivery Schedule for SUBCLIN 0007AE has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

W911QY

15-JUN-2021 1,700 W6QK ACC-APG NATICK DIVISION

(b) (6)

1 GENERAL GREENE AVE

BLDG 1

NATICK MA 01760 FOB: Destination

The following Delivery Schedule for SUBCLIN 0007AF has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

15-JUN-2021 1 W6QK ACC-APG NATICK DIVISION W911QY

(b) (6)

1 GENERAL GREENE AVE

BLDG 1

NATICK MA 01760 FOB: Destination

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)

(b) (4)

SUBCLIN 0007AA:

Funding on SUBCLIN 0007AA is initiated as follows:

ACRN: AC

CIN: GFEBS001162911100001

Acctng Data: 0212021202220400000665654252 S.0074658.5.53 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0007AB:

Funding on SUBCLIN 0007AB is initiated as follows:

ACRN: AC

CIN: GFEBS001162911100002

Acctng Data: 0212021202220400000665654252 S.0074658.5.53 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0007AC:

Funding on SUBCLIN 0007AC is initiated as follows:

ACRN: AC

CIN: GFEBS001162911100003

Acctng Data: 0212021202220400000665654252 S.0074658.5.53 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0007AD:

Funding on SUBCLIN 0007AD is initiated as follows:

ACRN: AC

CIN: GFEBS001162911100004

Acctng Data: 0212021202220400000665654252 S.0074658.5.53 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0007AE:

Funding on SUBCLIN 0007AE is initiated as follows:

ACRN: AC

CIN: GFEBS001162911100005

Acctng Data: 0212021202220400000665654252 S.0074658.5.53 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

SUBCLIN 0007AF:

Funding on SUBCLIN 0007AF is initiated as follows:

ACRN: AC

CIN: GFEBS001162911100006

Acctng Data: 0212021202220400000665654252 S.0074658.5.53 6100.9000021001

Increase: (b) (4)

Total: (b) (4)

Cost Code: A5XAH

(End of Summary of Changes)