### SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

#### 1. REQUISITION NUMBER

0011491309

#### 2. CONTRACT NO.

W911QY20P0154

#### 3. AWARD/EFFECTIVE DATE

27-Apr-2020

#### 4. ORDER NUMBER

5000000000

#### 5. SOLICITATION NUMBER

5.0000000000

#### 6. SOLICITATION ISSUE DATE

5.0000000000

#### 7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER

(No Collect Calls)

#### 8. OFFER DUE DATE/LOCAL TIME

5.0000000000

#### 9. ISSUED BY

WBCK ACC-APG NATICK
CONTRACTING DIVISION
BILDG 1 GENERAL GREENE AVENUE
NATICK MA 01760-5011

TEL:
FAX: 508-233-5700

#### 10. THIS ACQUISITION IS

X UNRESTRICTED OR SET ASIDE ______% FOR:

- SMALL BUSINESS
- HUBZONE SMALL BUSINESS
- SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- EDWOSB
- WOMEN-OWNED SMALL BUSINESS (WOSB)
- ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- NAICS: 334516
- SIZE STANDARD: 1,000

#### 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- SEE SCHEDULE

#### 12. DISCOUNT TERMS

- SEE SCHEDULE

#### 13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR700)

X

#### 14. METHOD OF SOLICITATION

- RFQ
- IFB
- RFP

#### 15. DELIVER TO

BATTLE MEMORIAL INSTITUTE
BATTLE MEMORIAL EASTERN SCIENCE & TECHNOLOGY CENTER, SITE D
1200 TECHNOLOGY DR
ABERDEEN MD 21201

#### 16. ADMINISTERED BY

CODE

#### 17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

X

#### 18. PAYMENT WILL BE MADE BY

CODE

#### 19. ITEM NO.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/ SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SEE SCHEDULE</td>
<td></td>
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</tbody>
</table>

#### 20. SCHEDULE OF SUPPLIES/ SERVICES

#### 21. QUANTITY

#### 22. UNIT

#### 23. UNIT PRICE

#### 24. AMOUNT

- $9,933,000.00

#### 25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

#### 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$9,933,000.00

#### 27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED

X

#### 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

#### 29. AWARD OF CONTRACT: REF. OFFER DATED ______. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

#### 30. SIGNATURE OF OFFEROR/CONTRACTOR

(b) (6)

#### 31. UNITED STATES OF AMERICA

**SIGNATURE OF CONTRACTING OFFICER**

#### 32. NAME AND TITLE OF SIGNER

(TYPE OR PRINT)

#### 33. DATE SIGNED

27-Apr-2020

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**AUTHORIZED FOR LOCAL REPRODUCTION**

PREVIOUS EDITION IS NOT USABLE

---

STANDARD FORM 1449 (REV. 2/2012)

Prescribed by GSA – FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Schedule of Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

**SEE SCHEDULE**

32a. Quantity in column 21 has been received, inspected, accepted, and conforms to the contract, except as noted:

32b. Signature of Authorized Government Representative
32c. Date
32d. Printed name and title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative
32f. Telephone number of Authorized Government Representative
32g. E-mail of Authorized Government Representative

33. Ship Number
34. Voucher Number
35. Amount verified correct for
36. Payment
37. Check Number

38. S/R Account Number
39. S/R Voucher Number
40. Paid By

39a. I certify this account is correct and proper for payment
41a. Date

41b. Signature and Title of Certifying Officer
41c. Date

42a. Received by (Print)
42b. Received at (Location)
42c. Date Rec’d (YY/MM/DD)
42d. Total Containers
Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0001 in accordance to the following shipping schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>TOTAL</td>
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</tr>
</tbody>
</table>

The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>XPRSARS-COV2-10 Tests</td>
<td>[01 (4)] Each</td>
<td>[01 (4)]</td>
<td>$9,933,000.00</td>
<td>$9,933,000.00</td>
</tr>
</tbody>
</table>

The contractor shall deliver a total of [01 (4)] XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government specified in the delivery schedule of this contract giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at $0.00 per kit.

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

FOB: Destination
PSC CD: 6640

| NET AMT | $9,933,000.00 |

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000101</td>
<td>Funding to CLIN 0001</td>
<td></td>
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<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

CLIN 0001 XPSARS-COV2 Tests
PURCHASE REQUEST NUMBER: 0011491209

| NET AMT | $0.00    |

ACRN AA
CIN: GFEB5001149120900001

<p>| NET AMT | $9,933,000.00 |</p>
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>XPRSARS-COV2-10 Tests</td>
<td>[0] [0]</td>
<td>Each</td>
<td>[0] [0]</td>
<td>$577,500.00</td>
</tr>
</tbody>
</table>

The contractor shall deliver a total of [0] [0] XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at [0] [0] per kit.

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

FOB: Destination
PSC CD: 6640

NET AMT $577,500.00
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003</td>
<td>XPRSARS-COV2-10 Tests</td>
<td></td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FFP</td>
<td>(2)</td>
<td>(6)</td>
<td>(577,500.00)</td>
<td>$577,500.00</td>
</tr>
</tbody>
</table>

The contractor shall deliver a total of (2) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (577,500.00) per kit.

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

FOB: Destination
PSC CD: 6640

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| NET AMT   | $577,500.00 |

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<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0004</td>
<td>XPRSARS-COV2-10 Tests</td>
<td></td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FFP</td>
<td>(2)</td>
<td>(6)</td>
<td>(577,500.00)</td>
<td>$577,500.00</td>
</tr>
</tbody>
</table>

The contractor shall deliver a total of (2) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at (577,500.00) per kit.

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

FOB: Destination
PSC CD: 6640

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| NET AMT   | $577,500.00 |
The contractor shall deliver a total of [500] XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at [5.50] per kit.

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

FOB: Destination
PSC CD: 6640

NET AMT $577,500.00
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
0006  XPRSARS-COV2-10 Tests Each (5) (6) $577,500.00

The contractor shall deliver a total of (5) XPRSARS-COV2-10 Tests to the location identified in the delivery schedule of this contract. Additionally, the contractor shall, (subject to the ongoing problems caused by COVID-19) use good faith efforts to ship items under this CLIN to the Government based on a negotiated shipping schedule if the option is exercised. The Contractor shall give this order priority over all orders that are not rated by the Federal Government and give preference as necessary with the objective of meeting the required delivery dates. The tests shall be issued in kits of 10-tests per kit at $577,500.00 per kit.

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

FOB: Destination
PSC CD: 6640

NET AMT $577,500.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
<tr>
<td>000101</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>0002</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
<tr>
<td>0003</td>
<td>Destination</td>
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DELIVERY INFORMATION

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<th>CLIN</th>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
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### ACCOUNTING AND APPROPRIATION DATA

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<th>A.0018950.4.1.1</th>
<th>6100.0151021001</th>
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<tr>
<td>COST CODE: A5XAH</td>
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<thead>
<tr>
<th>ACRN</th>
<th>CLIN/SLIN</th>
<th>CIN</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>AA</td>
<td>000101</td>
<td>GFEBS001149120900001</td>
<td>$9,933,000.00</td>
</tr>
</tbody>
</table>

### CLAUSES INCORPORATED BY REFERENCE

- **52.202-1**: Definitions (b) (4) NOV 2013
- **52.203-5**: Covenant Against Contingent Fees MAY 2014
- **52.204-13**: System for Award Management Maintenance OCT 2018
- **52.204-18**: Commercial and Government Entity Code Maintenance JUL 2016
- **52.209-10**: Prohibition on Contracting With Inverted Domestic Corporations NOV 2015
- **52.212-4**: Contract Terms and Conditions--Commercial Items OCT 2018
CLAUSES INCORPORATED BY FULL TEXT

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


(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.)


____ (5) [Reserved]


____ (10) [Reserved]


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

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

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

____ (13) [Reserved]


____ (ii) Alternate I (MAR 2020).


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

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

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

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (MAR 2020) of 52.219-9.

____ (v) Alternate IV (AUG 2018) of 52.219-9.
(18) 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)).


XX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 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)).


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


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

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

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

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


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


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

XX (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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


XX (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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


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

(ii) Alternate I (JUN 2014) of 52.223-14.


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

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

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


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


(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.

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


(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).


XX (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).


(60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).


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

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

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

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


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

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

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

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

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


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

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

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

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

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

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


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

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


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

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

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


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


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

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

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

(End of clause)
52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;
(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when:

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

____________________________________________________________

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0490</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W911QY</td>
</tr>
<tr>
<td>Admin DoDAAC**</td>
<td>W911QY</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>W56XNH</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>W56XNH</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Govt. POC: [Redacted]
KO: [Redacted]
KS: [Redacted]

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)
The purpose of this modification is to correct a typographical error in the CLIN 0001 Shipping Schedule table title row by changing the reference to CLIN 3 to reference CLIN 0001 in order to clarify and not lead to future confusion should Option CLIN 0003 be exercised. All other terms and conditions remain in full force and effect.
The following have been modified:

**CLIN 0001 SHIPPING SCHEDULE**

**CLIN 0001 Shipment Schedule**

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

<table>
<thead>
<tr>
<th>[D(1)]</th>
<th>[Q]</th>
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</table>
The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

(End of Summary of Changes)
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P00002</td>
<td>26-Jun-2020</td>
<td>SEE SCHEDULE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. ISSUED BY</th>
<th>7. ADMINISTERED BY</th>
<th>8. NAME AND ADDRESS OF CONTRACTOR</th>
<th>9A. AMENDMENT OF SOLICITATION NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>W6QK ACC-APG NATICK</td>
<td>W911QY</td>
<td>CEPHEID 904 CARIBBEAN DR</td>
<td></td>
</tr>
<tr>
<td>CONTRACTING DIVISION</td>
<td></td>
<td>SUNNYVALE CA 94089 1189</td>
<td></td>
</tr>
<tr>
<td>BLDG 1 GENERAL GREENE AVENUE</td>
<td></td>
<td>NATICK MA 01760-5011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9B. DATED (SEE ITEM 11)</th>
<th>10A. MOD. OF CONTRACT/ORDER NO.</th>
<th>10B. DATED (SEE ITEM 13)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>W911QY 20P0154</td>
<td>27-Apr-2020</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is [ ] extended, [ ] is not extended.</td>
</tr>
</tbody>
</table>

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

<table>
<thead>
<tr>
<th>12. ACCOUNTING AND APPROPRIATION DATA (If required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Schedule</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

| X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). |

| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item |

| D. OTHER (Specify type of modification and authority) |

| E. IMPORTANT: Contractor is not, [X] is required to sign this document and return copies to the issuing office. |

<table>
<thead>
<tr>
<th>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modification Control Number: [b] (6) 201941</td>
</tr>
</tbody>
</table>

The purpose of this modification is to exercise Option CLIN 0002 for XPRSARS-COV2-10 tests and incorporate a shipping schedule for the tests into the purchase order. All other terms and conditions remain in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<table>
<thead>
<tr>
<th>15A. NAME AND TITLE OF SIGNER (Type or print)</th>
<th>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature of person authorized to sign)</td>
<td>(Signature of person authorized to sign)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15B. CONTRACTOR/OFFEROR</th>
<th>15C. DATE SIGNED</th>
<th>16B. UNITED STATES OF AMERICA</th>
<th>16C. DATE SIGNED</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>16B. UNITED STATES OF AMERICA</th>
<th>16C. DATE SIGNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>23-Jun-2020</td>
</tr>
</tbody>
</table>

STANDARD FORM 30 (Rev. 10-83) 30-105-04
Prescribed by GSA
FAR (48 CFR) 53.243
The total cost of this contract was increased from [b] (4) [b] to $10,510,500.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002
The option status has changed from Option to Option Exercised.

SUBCLIN 000201 is added as follows:

<table>
<thead>
<tr>
<th>ITEM NO 000201</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000201</td>
<td>Funding to CLIN 0002</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>FFP</td>
<td></td>
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<tr>
<td></td>
<td>XPSARS-COV2 Tests</td>
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<tr>
<td></td>
<td>PURCHASE REQUEST NUMBER: 0011512322</td>
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</tr>
</tbody>
</table>

| NET AMT | $0.00      |
| ACRN AB | $577,500.00 |
| CIN: GFEBS001151232200010 |

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased from [b] (4) [b] to $10,510,500.00.

SUBCLIN 000201:
Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AB
DELIVERIES AND PERFORMANCE

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

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-MAR-2021</td>
<td></td>
<td></td>
<td>W56XNH</td>
</tr>
</tbody>
</table>

To:

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-AUG-2020</td>
<td></td>
<td></td>
<td>W56XNH</td>
</tr>
</tbody>
</table>

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000201:

<table>
<thead>
<tr>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The following have been added by full text:

**CLIN 0002 SHIPPING SCHEDULE**

**CLIN 0002 Shipment Schedule**

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0002 in accordance to the following shipping schedule:
The contractor shall, subject to the ongoing problems caused by COVID-19, use good faith efforts to deliver the total shipments to the Government not later than the date specified in the Delivery Schedule giving this order priority over all orders that are not rated by the Federal Government, and giving preference as necessary with the objective of meeting the required delivery dates.

(End of Summary of Changes)
### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

**2. AMENDMENT/MODIFICATION NO.**
- P00003

**3. EFFECTIVE DATE**
- 04-Aug-2020

**4. REQUISITION/PURCHASE REQ. NO.**
- SEE SCHEDULE

**5. PROJECT NO. (Applicable)**
- 07YE7

**6. ISSUED BY**
- W6QK ACC-APG NATICK
- CONTRACTING DIVISION
- BLDG 1 GENERAL GREENE AVENUE
- NATICK MA 01760-5011

**7. ADMINISTERED BY**
- W6QK ACC-APG NATICK
- 110 THOMAS JOHNDR SUITE #240
- FREDERICK MD 21702

**8. NAME AND ADDRESS OF CONTRACTOR**
- (No., Street, County, State and Zip Code)
- CEPHEID
- 904 CARIBBEAN DR
- SUNNYVALE CA 94089-1189

**9. AMENDMENT OF SOLICITATION NO.**
- 27-A

**10A. MOD. OF CONTRACT/ORDER NO.**
- W911QY 20P0154

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**
- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**
- See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:**
- (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

**B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).**

**C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:**
- X

**D. OTHER (Specify type of modification and authority)**
- FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item

**E. IMPORTANT:**
- Contractor is not, X is required to sign this document and return ______ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**
- (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
- Modification Control Number: 202489

The purpose of this modification is to exercise priced Option CLINs 0003 and 0004 and incorporate shipment schedules for each CLN into the purchase order.

All other terms and conditions remain in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER (Type or print)**
- [Signature of person authorized to sign]

**15B. CONTRACTOR/OFFEROR**
- [Signature of person authorized to sign]

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**
- [Signature of Contracting Officer]

**16C. DATE SIGNED**
- 04-Aug-2020

**STANDARD FORM 30 (Rev. 10-83)**
- Prescribed by GSA
- FAR (48 CFR) 53.243

**30-105-04**
- APPROVED BY OIRM 11-84

**X** W911QY
- 07YE7
SECTION SF 1449 - CONTINUATION SHEET
SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to $11,665,500.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 0003
The option status has changed from Option to Option Exercised.

CLIN 0004
The option status has changed from Option to Option Exercised.

SUBCLIN 000301 is added as follows:

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000301</td>
<td>Funding to CLIN 0003</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FFP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLIN 0001 XPSARS-COV2 Tests</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PURCHASE REQUEST NUMBER: 0011520307-0001</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| NET AMT | $0.00 |

ACRN AC
CIN: GFEB001152030700001

SUBCLIN 000401 is added as follows:
ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased from [redacted] to $11,665,500.00.

SUBCLIN 000301:
Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AC  
CIN: GFEB001152030700001  
Acctng Data: 0212020212040000066464643260  A.0018950.2.5.4.4  6100.0151021001  
Increase: [redacted]  
Total: $577,500.00  
Cost Code: A5XAH

SUBCLIN 000401:
Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AC  
CIN: GFEB001152030700002  
Acctng Data: 0212020212040000066464643260  A.0018950.2.5.4.4  6100.0151021001  
Total: $577,500.00  
Cost Code: A5XAH

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
000401 CLIN 0002 XPSARS-COV2 Tests FFP CLIN 0002 XPSARS-COV2 Tests PURCHASE REQUEST NUMBER: 0011520307-0001

NET AMT $0.00

ACRN AC  
CIN: GFEB001152030700002 $577,500.00
DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0003 has been changed from:

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>

To:

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>

To:

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>
INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000301:

<table>
<thead>
<tr>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The following have been added by full text:

**CLIN 0003 SHIPPING SCHEDULE**

**CLIN 0003 Shipment Schedule**

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

```
[Table data]
```

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

**CLIN 0004 SHIPPING SCHEDULE**

**CLIN 0004 Shipment Schedule**
Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0004 in accordance to the following shipping schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(End of Summary of Changes)
The purpose of this modification is to make administrative changes to the Contracting Officer and Contract Specialist listed in DFARS clause 252.232-7006, Wide Area Workflow Payment Instructions. The Contracting Officer listed in the clause is hereby changed from [current name] to [new name]. The Contract Specialist listed in the clause is hereby changed from [current name] to [new name].

All other terms and conditions remain in full force and effect.
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:

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

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

(ii) For fixed price line items—
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

2-in-1______________________________________________________________

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

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

____________________________________________________________________

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0490</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W911QY</td>
</tr>
<tr>
<td>Admin DoDAAC**</td>
<td>W911QY</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>W56XNH</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>W56XNH</td>
</tr>
</tbody>
</table>

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

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

(g) WAWF point of contact.

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

| Govt. POC: | [ ][ ][ ][ ][ ][ ][ ][ ][ ] |
| KO: | [ ][ ][ ][ ][ ][ ][ ][ ][ ] |
| KS: | [ ][ ][ ][ ][ ][ ][ ][ ][ ] |

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

(End of Summary of Changes)
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

The purpose of this modification is:
1) Exercise option CLIN 0005 for delivery of XP RSARS-COV2-10 Tests.
2) Incorporate a shipping schedule for CLIN 0005 into the contract.
3) Change the end delivery date for all items on CLIN 0005 from 31 March 2021 to 19 February 2021.

All other terms and conditions remain the same and in full force and effect.
SUMMARY OF CHANGES

The following have been added by full text:

CLIN 0005 SHIPPING SCHEDULE

CLIN 0005 Shipment Schedule

Subject to the ongoing problems caused by COVID-19, the contractor shall exert good faith efforts to ship the COVID-19 assays specified in CLIN 0005 in accordance to the following shipping schedule:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td></td>
</tr>
</tbody>
</table>

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

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [b](4) from [b](4) to
$12,243,000.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 0005
The option status has changed from Option to Option Exercised.

SUBCLIN 000501 is added as follows:

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000501</td>
<td>Funding</td>
<td>1</td>
<td></td>
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<td>0.00</td>
</tr>
<tr>
<td></td>
<td>FFP</td>
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<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Funding</td>
<td>1</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>PURCHASE REQUEST</td>
<td>1</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

NET AMT $0.00

ACRN: AD
CIN: GFEBS001153749800001

$577,500.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased from [0] (4) to $12,243,000.00.

SUBCLIN 000501:
Funding on SUBCLIN 000501 is initiated as follows:

ACRN: AD
CIN: GFEBS001153749800001

Acctng Data: 097000010000056002020D F52SF GSSTBS 260.3202 011P00002SC001 999900.999961 1150491BB 2020 387700 103000000 097

Increase: [0] (4)
Total: $577,500.00
Cost Code: A5XAF

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

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>

FOB: Destination

To:

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>

FOB: Destination

INSPECTION AND ACCEPTANCE

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

<table>
<thead>
<tr>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(End of Summary of Changes)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.  P00006
3. EFFECTIVE DATE  11-Sep-2020
4. REQUISITION/PURCHASE REQ. NO.  SEE SCHEDULE
5. PROJECT NO. (If applicable)
6. ISSUED BY  W30K ACC: APG NATICK DIVISION
   W30K ACC: APG NATICK DIVISION
   1 GENERAL GREENE AVE
   BLDG 1
   NATICK MA 01760
7. ADMINISTERED BY  (Other than Item 6)  CODE W911QY
8. NAME AND ADDRESS OF CONTRACTOR  (No., Street, County, State and Zip Code)
   CODE 07YEZ
   FACILITY CODE
   CEPHEID
   901 CARIBBEAN DR
   SUNNYVALE CA 94089-1189
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MOD. OF CONTRACT/ORDER NO.  W911QY20F0154
10B. DATED (SEE ITEM 13)  27-Apr-2020
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer
   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
   number. FAILURES 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 for any reason you desire to change an offer already submitted, such change may be made by telegram or
   letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the
   opening hour and date specified.
12. ACCOUNTING AND APPROPRIATION DATA (If required)
   See Schedule
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
      CONTRACT/ORDER NO. IN ITEM 10A.
   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying
      office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
      §W FAR 52.212-4(c) Changes and FAR 52.217-7 Option for Increased Quantity
   D. OTHER (Specify type of modification and authority)
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter
   where feasible.)
   Modification Control Number: 202831
   The purpose of this modification is as follows:
   1) Exercise Option CLN 0006 in the total amount of $577,500.00.
   2) Funding is hereby provided for CLIN 0006 in the amount of $577,500.00, thereby increasing total funding for this Contract by
      from 0 (0) to 0 (0) $12,820,500.00.
   3) See Summary of Changes below for CL 0006 Shipment Schedule.
   All other terms and conditions remain the same and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 10A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
   (Signature of person authorized to sign)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED  11-Sep-2020
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   (Signature of Contracting Officer)
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED  11-Sep-2020

EXCEPTION TO SF 30

APPROVED BY OIRM 11-84
30-105-04
STANDARD FORM 30 (Rev. 16-83)
Prepared by GSA
FAR (48 CFR) 52.243
The following have been added by full text:

**CLIN 0006 SHIPPING SCHEDULE**

**CLIN 0006 Shipment Schedule**

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

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

**SECTION SF 1449 - CONTINUATION SHEET**

**SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by [b](4) from [b](4) to $12,820,500.00.

**SUPPLIES OR SERVICES AND PRICES**
CLIN 0006
The option status has changed from Option to Option Exercised.

SUBCLIN 000601 is added as follows:

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000601</td>
<td>Funding</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funding</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

PURCHASE REQUEST NUMBER: 0011547259

| NET AMT | $0.00 |

ACRN AE
CIN: GFEB001154725900001

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by from to $12,820,500.00.

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

ACRN: AE
CIN: GFEB001154725900001

Acctng Data: 0212020202120400000664643260 S.0074658.3.6.1.1 6100.0151021001

Increase: (b) (4)
Total: $577,500.00
Cost Code: A5XAH

DELIVERIES AND PERFORMANCE

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

<table>
<thead>
<tr>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
31-MAR-2021 | [3] [3] | W56XNH

FOB: Destination

**INSPECTION AND ACCEPTANCE**

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

<table>
<thead>
<tr>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(End of Summary of Changes)