

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011488119-0001		PAGE 1 OF 25			
2. CONTRACT NO. W911QX20P0073		3. AWARD/EFFECTIVE DATE 22-Apr-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138 TEL: FAX:		CODE W911QX		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334516 SIZE STANDARD: 1,000					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO US ARMY RESEARCH LABORATORY SHIPPING & RECEIVING 2800 POWDER MILL RD ADELPHI MD 20783-1138		CODE W71B7J		16. ADMINISTERED BY SEE ITEM 9		CODE		SCD: C	
17a. CONTRACTOR/OFFEROR OXFORD NANOPORE TECHNOLOGIES INC. (b) (6) ONE KENDALL SQ BLDG 1400 STE 14-305 CAMBRIDGE MA 02139-1562 TELEPHONE NO (b) (6)		CODE 73DG3		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS - INDIANAPOLIS CENTER DFAS-NDY VP GFEB5 8899 E 56TH ST INDIANAPOLIS IN 46249-3800		CODE HQ0490	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT NOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$95,605.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. ONT-AG20042020CB OFFER DATED <u>20-Apr-2020</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			31c. DATE SIGNED 22-Apr-2020		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GridION Sequencing Device FFP The Contractor shall provide the following: One (1) Oxford Nanopore Technologies GridION – a compact, high-throughput long-read next-generation benchtop Deoxyribonucleic Acid (DNA) sequencer, to include shipping costs, per quotation #ONT-AG20042020CB dated 20 April 2020; except the Government's terms and conditions shall apply. FOB: Destination MFR PART NR: GridION-CX ATTN: (b) (6) PSC CD: 6515	4	Lot	\$23,901.25	\$95,605.00

NET AMT \$95,605.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUNDING FOR CLIN 0001 FFP FUNDING FOR CLIN 0001 PURCHASE REQUEST NUMBER: 0011488119-0001				\$0.00

NET AMT \$0.00

ACRN AA \$95,605.00
CIN: GFEB001148811900001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	24-FEB-2021	4	US ARMY RESEARCH LABORATORY SHIPPING & RECEIVING 2800 POWDER MILL RD ADELPHI MD 20783-1138 (b) (6) FOB: Destination	W71B7J
000101	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 02120202021204000006616112550040494958R.0037435.8.1.1 6100.9000021001
 COST CODE: A97EJ
 AMOUNT: \$95,605.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEB001148811900001	\$95,605.00

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 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).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

___ (10) [Reserved]

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

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

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (MAR 2020).

___ (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 (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)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

X (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)).

___ (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).

x (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.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(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 (JUL 2014) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (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).

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

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

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

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

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

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

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

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

X (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).

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

___ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (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).

___ (59) 52.232-36, Payment by Third Party (MAY 2014) (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)).

___ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 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).

____ (5) 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).

____ (6) 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).

____ (7) 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).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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, 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 (Oct 2015) (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 \$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).
- (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (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.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiv) X (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (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)
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(xxi) 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).

(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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

DFARS: <https://www.acquisition.gov/dfars>

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	N/A.....

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	N/A.....

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(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.

Invoice 2in1

(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.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911QX
Admin DoDAAC**	W911QX
Inspect By DoDAAC	W71B7J
Ship To Code	W71B7J
Ship From Code	N/A
Mark For Code	W71B7J
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*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.

CCO-EC-ARMY-WAWF-HELPDESK@dfas.mil

(b) (6) [Redacted]

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

(b) (6)

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

(End of clause)

DFARS COMMERCIAL CLAUSES

DFARS COMMERCIAL CLAUSES

COMMERCIAL ACQUISITION PROVISIONS & CLAUSES (DFARS) (NOV 2019)

As prescribed in DFARS 212.301, the following provisions and clauses that have been selected are included in this contract by reference. Selection is defined as having a mark in the blank space to the left of the clause title. Unselected clauses are not included in this contract.

- 52.203-3, Gratuities, as prescribed in FAR 3.202, to comply with 10 U.S.C. 2207.
- 252.203-7005, Representation Relating to Compensation of Former DoD Officials, as prescribed in 203.171-4(b).
- 252.204-7004, DOD Antiterrorism Awareness Training for Contractors, as prescribed in DFARS 204.7203.
- 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls, as prescribed in 204.7304(a).
- 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Information, as prescribed in 204.7304(b).
- 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors, as prescribed in 204.7403(b), to comply with 10 U.S.C. 129d.
- 252.204-7015, Disclosure of Information to Litigation Support Contractors, as prescribed in 204.7403(c), to comply with 10 U.S.C. 129d.
- 252.204-7016, Covered Defense Telecommunications Equipment or Services Representation.
- 252.204-7017, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services Representation.
- 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
- 252.205-7000, Provision of Information to Cooperative Agreement Holders, as prescribed in 205.470, to comply with 10 U.S.C. 2416.
- 252.211-7003, Item Identification and Valuation, as prescribed in 211.274-6(a)(1).
- 252.211-7006, Passive Radio Frequency Identification, as prescribed in 211.275-3.
- 252.211-7007, Reporting of Government-Furnished Property, as prescribed in 211.274-6.
- 252.211-7008, Use of Government-Assigned Serial Numbers, as prescribed in 211.274-6(c).
- 252.213-7000, Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System Statistical Reporting in Past Performance Evaluations, as prescribed in 213.106-2-70.
- 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data — Canadian Commercial Corporation, as prescribed at 215.408(2)(i).
- 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data — Modifications Canadian Commercial Corporation, as prescribed at 215.408(2)(ii).

- 252.215-7007, Notice of Intent to Resolicit, as prescribed in 215.371-6.
- 252.215-7008, Only One Offer, as prescribed in 215.408(3).
- 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, as prescribed in 215.408(5)(i).
- Alternate I as prescribed in 215.408(5)(i)(B).
- 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), as prescribed in 219.708(b)(1)(A)(1), to comply with 15 U.S.C. 637.
- Alternate I as prescribed in 219.708(b)(1)(A)(2).
- Alternate II as prescribed in 219.708(b)(1)(A)(3).
- 252.219-7004, Small Business Subcontracting Plan (Test Program), as prescribed in 219.708(b)(1)(B), to comply with 15 U.S.C. 637 note.
- 252.219-7000, Advancing Small Business Growth, as prescribed in 219.309(1), to comply with 10 U.S.C. 2419.
- 252.219-7012, Competition for Religious-Related Services, as prescribed in 219.270-3.
- 252.223-7008, Prohibition of Hexavalent Chromium, as prescribed in 223.7306.
- 252.225-7000, Buy American Balance of Payments Program Certificate, as prescribed in 225.1101(1)(i), to comply with 41 U.S.C. chapter 83 and Executive Order 10582 of December 17, 1954, Prescribing Uniform Procedures for Certain Determinations Under the Buy-American Act.
- Alternate I as prescribed in 225.1101(1)(ii).
- 252.225-7001, Buy American and Balance of Payments Program, as prescribed in 225.1101(2)(ii), to comply with 41 U.S.C. chapter 83 and Executive Order 10582 of December 17, 1954, Prescribing Uniform Procedures for Certain Determinations Under the Buy-American Act.
- Alternate I as prescribed in 225.1101(2)(iii).
- 252.225-7006, Acquisition of the American Flag, as prescribed in 225.7002-3(c), to comply with section 8123 of the DoD Appropriations Act, 2014 (Pub. L. 113-76, division C, title VIII), and the same provision in subsequent DoD appropriations acts.
- 252.225-7007, Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies, as prescribed in 225.1103(4).
- 252.225-7008, Restriction on Acquisition of Specialty Metals, as prescribed in 225.7003-5(a)(1), to comply with 10 U.S.C. 2533b.
- 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, as prescribed in 225.7003-5(a)(2), to comply with 10 U.S.C. 2533b.
- 252.225-7010, Commercial Derivative Military Article Specialty Metals Compliance Certificate, as prescribed in 225.7003-5(b), to comply with 10 U.S.C. 2533b.
- 252.225-7012, Preference for Certain Domestic Commodities, as prescribed in 225.7002-3(a), to comply with 10 U.S.C. 2533a.
- 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools, as prescribed in 225.7002-3(b), to comply with 10 U.S.C. 2533a.
- 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings, as prescribed in 225.7009-5, to comply with section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts.
- 252.225-7017, Photovoltaic Devices, as prescribed in 225.7017-4(a), to comply with section 846 of Pub. L. 111-383.
- 252.225-7018, Photovoltaic Devices Certificate, as prescribed in 225.7017-4(b), to comply with section 846 of Pub. L. 111-383.
- 252.225-7020, Trade Agreements Certificate, as prescribed in 225.1101(5)(i), to comply with 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note. Alternate I also implements section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).
- Alternate I as prescribed in 225.1101(5)(ii).
- 252.225-7021, Trade Agreements as prescribed in 225.1101(6)(i), to comply with 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note. Alternate I also implements section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).
- Alternate II as prescribed in 225.1101(6)(ii).
- 252.225-7023, Preference for Products or Services from Iraq or Afghanistan, as prescribed in 225.7703-4(a), to comply with section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

_____ 252.225-7024, Requirement for Products or Services from Iraq or Afghanistan, as prescribed in 225.7703-4(b), to comply with section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

_____ 252.225-7026, Acquisition Restricted to Products or Services from Iraq or Afghanistan, as prescribed in 225.7703-4(c), to comply with section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

_____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales, as prescribed in 225.7307(a), to comply with 22 U.S.C. 2779.

_____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments, as prescribed in 225.7307(b), to comply with 22 U.S.C. 2755.

_____ 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police, as prescribed in 225.7703-4(d).

_____ 252.225-7031, Secondary Arab Boycott of Israel, as prescribed in 225.7605, to comply with 10 U.S.C. 2410i.

_____ 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate, as prescribed in 225.1101(9)(i), to comply with 41 U.S.C. chapter 83 and 19 U.S.C. 3301 note. Alternates II, III, and V also implement section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

_____ Alternate I as prescribed in 225.1101(9)(ii).

_____ Alternate II as prescribed in 225.1101(9)(iii).

_____ Alternate III as prescribed in 225.1101(9)(iv).

_____ Alternate IV as prescribed in 225.1101(9)(v).

_____ Alternate V as prescribed in 225.1101(9)(vi).

_____ 252.225-7036, Buy American--Free (B) Trade Agreements-- Balance of Payments Program as prescribed in 225.1101(10)(i)(A), to comply with 41 U.S.C. chapter 83 and 19 U.S.C. 3301 note. Alternates II, III, and V also implement section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

_____ Alternate I as prescribed in 225.1101(10)(i)(B).

_____ Alternate II as prescribed in 225.1101(10)(i)(C).

_____ Alternate III as prescribed in 225.1101(10)(i)(D).

_____ Alternate IV as prescribed in 225.1101(10)(i)(E).

_____ Alternate V as prescribed in 225.1101(10)(i)(F).

_____ 252.225-7037, Evaluation of Offers for Air Circuit Breakers, as prescribed in 225.7006-4(a), to comply with 10 U.S.C. 2534(a)(3).

_____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers, as prescribed in 225.7006-4(b), to comply with 10 U.S.C. 2534(a)(3).

_____ 252.225-7039, Defense Contractors Performing Private Security Functions Outside the United States, as prescribed in 225.302-6.

_____ 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, as prescribed in 225.371-5(a).

_____ 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States, as prescribed in 225.372-2.

_____ 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities Representations, as prescribed at 225.772-5.

_____ 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism, as prescribed in 225.771-5, to comply with 10 U.S.C. 2327(b).

_____ 252.225-7051, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services, as prescribed in 225.772-5(b).

_____ 252.225-7052 **DEVIATION 2020-O0006**, Restriction on the Acquisition of Certain Magnets and Tungsten, as prescribed in 225.7018-5.

_____ 252.225-7974 **DEVIATION 2020-O0005**, Representation Regarding Business Operations with the Maduro Regime, as prescribed in DEVIATION 2020-O0005.

_____ 252.225-7975 **DEVIATION 2020-O0001**, Additional Access to Contractor and Subcontractor Records, as prescribed in 225.371-5.

_____ 252.225-7976 **DEVIATION 2018-O0019**, Contractor Personnel Performing in Japan, as prescribed in 225.371-5.

_____ 252.225-7980 **DEVIATION 2016-O0008**, Contractor Personnel Performing in the United States Africa Command Area of Responsibility, as prescribed in 225.371-5.

_____ 252.225-7993 **DEVIATION 2020-O0001**, Prohibition on Providing Funds to the Enemy, as prescribed in 225.371-5.

_____ 252.225-7996 **DEVIATION 2020-O0002**, Acquisition Restricted to Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus, as prescribed by **DEVIATION 2020-O0002**.

_____ 252.225-7998 **DEVIATION 2020-O0002**, Preference for Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus, as prescribed by **DEVIATION 2020-O0002**.

_____ 252.225-7999 **DEVIATION 2020-O0002**, Requirement for Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus, as prescribed by **DEVIATION 2020-O0002**.

_____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns, as prescribed in 226.104, to comply with section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts.

_____ 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

_____ 252.227-7013, Rights in Technical Data Noncommercial Items, as prescribed in 227.7103-6(a), to comply with 10 U.S.C. 7317 and 17 U.S.C. 1301, et. seq.

_____ Alternate I as prescribed in 227.7103-6(b)(1).

_____ Alternate II as prescribed in 227.7103-6(b)(2).

- ___ 252.227-7015, Technical Data Commercial Items, as prescribed in 227.7102-4(a)(1), to comply with 10 U.S.C. 2320, to comply with 10 U.S.C. 7317 and 17 U.S.C. 1301, et. seq.
- ___ Alternate I as prescribed in 227.7102-4(a)(2),
- ___ 252.227-7037, Validation of Restrictive Markings on Technical Data, as prescribed in 227.7102-4(c).
- ___ 252.229-7014, Taxes Foreign Contracts in Afghanistan, as prescribed in 229.402-70(k).
- ___ 252.229-7015, Taxes Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement), as prescribed in 229.402-70(l)
- ___ 252.232-7009, Mandatory Payment by Government-wide Commercial Purchase Card, as prescribed in 232.1110.
- X 252.232-7010, Levies on Contract Payments, as prescribed in 232.7102.
- ___ 252.232-7011, Payments in Support of Emergencies and Contingency Operations, as prescribed in 232.908.
- ___ 252.232-7014, Notification of Payment in Local Currency (Afghanistan), as prescribed in 232.7202.
- ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel, as prescribed in 237.173-5, to comply with section 1038 of Pub. L. 111-84.
- ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees, as prescribed in 237.171-4, to comply with section 1092 of Pub. L. 108-375.
- ___ 252.239-7009, Representation of Use of Cloud Computing, as prescribed in 239.7604(a).
- ___ 252.239-7010, Cloud Computing Services, as prescribed in 239.7604(b).
- ___ 252.239-7017, Notice of Supply Chain Risk, as prescribed in 239.7306(a).
- ___ 252.239-7018, Supply Chain Risk, as prescribed in 239.7306(b), to comply with section 806 of Pub. L. 111-383, in all solicitations and contracts involving the development or delivery of any information technology, whether acquired as a service or as a supply.
- ___ 252.243-7002, Requests for Equitable Adjustment, as prescribed in 243.205-71, to comply with 10 U.S.C. 2410.
- X 252.244-7000, Subcontracts for Commercial Items, as prescribed in 244.403.
- ___ 252.246-7003, Notification of Potential Safety Issues, as prescribed in 246.370(a).
- ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations, as prescribed in 246.270-4, to comply with section 807 of Pub. L. 111-84.
- ___ 252.246-7008, Sources of Electronic Parts, as prescribed in 246.870-3(b), to comply with section 818(c)(3) of Pub. L. 112-81, as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291).
- ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer, as prescribed in 247.207, to comply with section 884 of Pub. L. 110-417.
- ___ 252.247-7022, Representation of Extent of Transportation by Sea, as prescribed in 247.574(a).
- X 252.247-7023, Transportation of Supplies by Sea, as prescribed in 247.574(b)(1), to comply with the Cargo Preference Act of 1904 (10 U.S.C. 2631(a)).
- ___ Alternate I as prescribed in 247.574(b)(2).
- ___ Alternate II as prescribed in 247.574(b)(3).
- ___ 252.247-7025, Reflagging or Repair Work, as prescribed in 247.574(d), to comply with 10 U.S.C. 2631(b).
- ___ 252.247-7026, Evaluation Preference for Use of Domestic Shipyards Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade, as prescribed in 247.574(e), to comply with section 1017 of Pub. L. 109-364.
- ___ 252.247-7027, Riding Gang Member Requirements, as prescribed in 247.574(f), to comply with section 3504 of the National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417).
- ___ 252.247-7028, Application for U.S Government Shipping Documentation/Instructions, as prescribed in 247.207.

The ACC - APG point of contact for this action is:

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

[Redacted]
[Redacted]
[Redacted]

TECHNICAL POINT OF CONTACT

TECHNICAL POINT OF CONTACT

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

TYPE OF CONTRACT

TYPE OF CONTRACT (Reference: 52.216-1)

This is a Firm Fixed Price (FFP) type Contract.

GOV INSPECTION AND ACCEPTANCE

GOVERNMENT INSPECTION AND ACCEPTANCE

Government Inspection and Acceptance shall be performed at the United States (U.S.) Army Research Laboratory (ARL), FCDD-RLS-EB, Adelphi Laboratory Center (ALC), Adelphi, MD, 20783-1138 by an authorized Government Representative.

TAX EXEMPTION CERT. (ARL)

TAX EXEMPTION CERT. (ARL)

Exemption certificate number 30005004 covers exemption from Maryland retail sales and use tax. The Federal Tax Identification number for the Army Research Laboratory is: 53-0215803.

PAYMENT INSTRUCTIONS

PAYMENT INSTRUCTIONS

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

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

RECEIVING ROOM - ALC

RECEIVING ROOM REQUIREMENT - ALC

At ADELPHI LABORATORY CENTER truck shipments are accepted at Building #102, Receiving Room, Monday through Friday (except holidays) from 7:30 AM to 4:00 PM only.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 3	
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 10-Sep-2020	4 REQUISITION/PURCHASE REQ NO 0011488119-0001		5 PROJECT NO (If applicable)		
6 ISSUED BY US ARMY ACC - APG / ADELPHI CONT DIV ACC - APG / ADELPHI DIV 2800 POWDER MILL ROAD CCAP-SCA ADELPHI MD 20783-1138	CODE W911QX	7 ADMINISTERED BY (If other than item 6) See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) OXFORD NANOPORE TECHNOLOGIES INC. (b) (6) ONE KENDALL SQ BLDG 1400 STE 14-305 CAMBRIDGE MA 02139-1562				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W911QX20P0073	
				X	10B. DATED (SEE ITEM 13) 22-Apr-2020	
CODE 73DG3	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) 20822 OBLIGATION AMOUNT: \$0.00 a. The purpose of this modification is to change the payment method from Wide Area Workflow (WAWF) to Bank Card. b. This modification is necessary to allow the Contractor to invoice successfully. c. The overall cost and funding amount remain unchanged. All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b) (6) CONTRACTING OFFICER			
			TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
_____ (Signature of person authorized to sign)		BY (b) (6)		10-Sep-2020		
		(Signature of Contracting Officer)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from
DFAS - INDIANAPOLIS CENTER
DFAS-INDY VP GFEBS
8899 E 56TH ST
INDIANAPOLIS IN 46249-3800
to
US ARMY ACC - APG / ADELPHI CONT DIV
SEE SCHEDULE
FOR INVOICING INSTRUCTIONS
VISA PMT MD 20783

The following have been added by full text:

PAYMENT OFFICE (BANKCARD)

PAYMENT OFFICE (BANKCARD - INVOICES REQUIRED)

Invoice:

The Contractor shall submit their invoice, via email, to the following address:

(b) (6)

The Contractor shall include the contract number and invoice number in the subject line of the email.

The invoice must include all of the following:

1. Name, address, and phone number of the Contractor / Vendor.
2. Invoice date. (The contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
3. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number.)
4. Include the Contract Line Item number with the associated description, quantity, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms.) Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6. Name and address of Contractor to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment.)
7. Name (where applicable), title, telephone number, and mailing address of person to be notified in the event of a defective invoice.
8. Name of the cognizant COR listed in the contract.
9. Any other pertinent information or documentation required by the contract (such as evidence of shipment.)

The bankcard invoice processing office will not process partial payments on contracts for supply items where the delivery date is constant. All partial payment schedules must be obtained through the contacting officer with the appropriate clauses included in the contract.

The invoice will be forwarded by the Bankcard Invoice Processing Office personnel to the procuring activity's Technical Representative for approval, and then will be paid by bankcard.

Receiving Report:

The Technical Point of Contact (TPOC)/Contracting Officer's Representative (COR) listed in this contract shall submit a receiving report, via email, to the following address once all supplies/services have been delivered/performed:

(b) (6)

The receiving report must include all of the following:

1. Date that the contract deliverables/service was fully completed
2. Contract number or other authorization for supplies delivered or services performed (including order number if applicable)
3. Name, title, telephone number, and mailing address of person submitting the receiving report
4. Name, title, telephone number, and mailing address of Government Acceptor of supplies/services (if different than number #3)

The following have been deleted:

252.232-7006

Wide Area WorkFlow Payment Instructions

DEC 2018

(End of Summary of Changes)

DETERMINATION & FINDINGS FOR OTHER THAN FULL & OPEN COMPETITION
(ACTIONS SAT AND BELOW)

1. DESCRIPTION OF PROPOSED PROCUREMENT:

One (1) Oxford Nanopore Technologies GridION – a compact, high-throughput long-read next-generation benchtop Deoxyribonucleic Acid (DNA) sequencer.

2. PROPOSED CONTRACTOR/MANUFACTURER:

Oxford Nanopore Technologies
One Kendall Sq. Bldg. 1400 Ste., 14-305
Cambridge, MA, 02139-1562,
Small Business
CAGE Code: 73DG3
DUNS: 070407553
SAM Expiration Date: 16 June 2020

POC: (b) (6)

PH: (b) (6)

E-mail: (b) (6)

3. ESTIMATED TOTAL VALUE: \$95,655.00

4. STATUTORY AUTHORITY PERMITTING CONTRACTING WITHOUT PROVIDING FOR FULL AND OPEN COMPETITION: **The statutory authority permitting sole source is 41 USC 1901(e), implemented by FAR 13.106-1(b)(1)(i):**

- Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements
- Unusual and Compelling Urgency
- Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services
- International Agreement
- Authorized or Required by Statute
- National Security
- Public Interest

5. JUSTIFICATION FOR THE AUTHORITY CITED ABOVE:

The item(s) listed in section one above is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

- Compatibility: The item(s) must be compatible in all aspects (form, fit, and function) with existing systems presently installed. Describe the equipment you have now and how the new item/service must coordinate, connect, or interface with the existing system:
- Proprietary: A patent, copyright, or proprietary data limits competition. The proprietary data are described as follows:

X Experimental Continuity: The item(s) must be consistent with prior materials in order to ensure experimental continuity. Describe the conditions that necessitate the use of experimental continuity:

The Army Research Laboratory (ARL) Biotechnology Branch currently owns two (2) low-throughput DNA sequencers manufactured by Oxford Nanopore Technologies that use the same technology, consumables, and workflows as the required higher-throughput system (GridION). ARL currently has multiple projects that have been started using the lower-throughput systems, and in order to maintain continuity within these projects the same sequencing technology must be utilized throughout the span of each project. The two (2) lower-throughput systems do not have the capacity necessary to meet the current demands for long-read sequencing within the Biotechnology Branch. Acquiring the aforementioned GridION DNA sequencer will allow ARL to conduct critical long-read sequencing to meet mission requirements. In addition to the mission requirements detailed above, the required DNA sequencer will be utilized to conduct research to combat the current COVID-19 pandemic being experienced. Due to the critical needs surrounding research of the COVID-19 pandemic, along with the mission requirements for this effort, and the time sensitivity necessary to perform and continue the appropriate research for this effort, a DNA sequencer is essential for high-throughput long-reads.

Market research was conducted by Dr. Bryn Adams a Research Biologist with 20 years of experience and Rebecca Renberg, a Biotechnology Sequencing Core Scientist with 15 years of experience within their respective fields. After performing market research through thorough reviews of the Internet, catalogs, GSA, and other Government-wide databases, catalogs, and technical documents for commercially available compact, high-throughput long-read next-generation benchtop Deoxyribonucleic Acid (DNA) sequencers, only one (1) vendor Oxford Nanopore Technologies, was discovered to meet the full requirement for this effort. Due to research already being conducted using two (2) lower-throughput systems manufactured by Oxford Nanopore Technologies, ARL must continue to use DNA sequencer equipment manufactured by the company in order to maintain experimental continuity. Market research found one (1) other vendor, Pacific Biosciences, which manufactures a sequencing device comparable to Oxford's, however, the device did not meet the necessary size specifications and does not keep all variables from existing research constant due to it being manufactured by a different company. Due to the aforementioned, Oxford Nanopore Technologies is the sole vendor that can meet the full requirements for this effort.

___ Warranty: Purchasing item(s) from another manufacturer/provider would void existing warranty. Provide a brief explanation for the use of this reason and the impact that would occur if the item was purchased from another manufacturer/provider:

___ Direct Replacement: These are "direct replacement" parts/components for existing equipment and no substitutes exist.

___ Other reasoning to support a sole-source buy:

6. FAIR AND REASONABLE PRICE DETERMINATION:

It has been determined that the anticipated cost to the Government will be fair and reasonable and that approval of this recommendation is in the best interest of the government. This justification is accurate and complete to the best of my knowledge and belief.

4/16/2020
(b) (6)
Contracting Officer (KO) Signed by: (b) (6)