

| | | | | | | | |
|--|--|--------------------------------------|--|--|---|-------------------------|--------------|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 29 | |
| 2. CONTRACT NO. W911QY20C0110 | | 3. SOLICITATION NO. W911QY20R0052 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 20 Sep 2020 | 6. REQUISITION/PURCHASE NO. 0011555512 | | |
| 7. ISSUED BY W60K ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 | | | CODE W911QY | 8. ADDRESS OFFER TO (If other than Item 7) W60K ACC-APG NATICK DIVISION 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702 | | CODE W911QY | TEL: FAX: |
| | | | TEL: FAX: 508-233-5700 | | | TEL: FAX: | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in item 10 below until 10:00 AM local time 23 Sep 2020
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | |
|---------------------------|--|---------------------------|---|-------------------------------------|
| 10. FOR INFORMATION CALL: | | A. NAME (b) (6) | B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b) (6) | C. E-MAIL ADDRESS (b) (6) |
|---------------------------|--|---------------------------|---|-------------------------------------|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | |
|---|--|---------------|------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE |
| | | | |
| | | | |

| | | | | | |
|--|--|--|----------|---|--|
| 15A. NAME AND ADDRESS OF OFFEROR VISBY MEDICAL, INC. 3010 N 1ST ST SAN JOSE CA 95134-2023 | | CODE 7BPP3 | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NO (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | 17. SIGNATURE | |
| | | | | 18. OFFER DATE | |

AWARD (To be completed by Government)

| | | | | | |
|--|--|----------------------------|--|--|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT \$307,740.00 | | 21. ACCOUNTING AND APPROPRIATION See Schedule | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) | |
| 24. ADMINISTERED BY (If other than Item 7) See Item 7 | | CODE | | 25. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS-INDY VP GFEEBS 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800 CODE HQ0490 | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) (b) (6) TEL: (b) (6) EMAIL: (b) (6) | | | | 27. UNITED STATES OF AMERICA (b) (6) | |
| | | | | 28. AWARD DATE 28-Sep-2020 | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| 0001 | Handheld Device/Cartridge COVID-19 FFP | (b) (4) | Each | (b) (4) | (b) (4) |
| | The Contractor shall deliver a total quantity of (b) (4) tests in Tests. The Contractor shall deliver the total quantity of (b) (4) tests in packs containing (b) (4) COVID-19 tests per pack (b) (4) or deliver packs of (b) (4) COVID-19 tests per pack (b) (4) in accordance with the purchase description. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | | | | |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 000101 | Funding FFP | | | | \$0.00 |
| | Funding PURCHASE REQUEST NUMBER: 0011555512 | | | | |

NET AMT \$0.00

ACRN AA (b) (4)
 CIN: GFEB001155551200001

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| 0002 | Power Adapters FFP The Contractor shall deliver a total quantity (b) (4), (b) (4), in boxes (b) (4), in accordance with the Requirements in the Purchase Description. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | (b) (4) | Each | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 000201 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011555512 | | | | \$0.00 |

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEB001155551200002

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| 0003 | Negative External Control Materials FFP The Contractor shall deliver (b) (4) in accordance with the Requirements in the Purchase Description. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | | Each | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 000301 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011555512 | | | | \$0.00 |

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEB001155551200003

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| 0004 | Positive External Control Materials FFP The Contractor shall deliver (b) (4), in accordance with the Requirements in the Purchase Description. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | | Each | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 000401 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011555512 | | | | \$0.00 |

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEB001155551200004

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| 0005 | Swabs FFP The Contractor shall deliver (b) (4) (b) (4), (b) (4), in accordance with the requirements stated in the Purchase Description, packaged in packs containing (b) (4) swabs per pack. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | (b) (4) | Each | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 000501 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011555512 | | | | \$0.00 |

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEBS001155551200005

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| 0006 | Shipping FFP The contractor shall ship all items from CLINs 0001-0005 to the delivery locations specified in the delivery schedule. FOB: (b) (4) MFR PART NR: TBD PSC CD: 9999 | | Lot | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 000601 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011555512 | | | | \$0.00 |

NET AMT \$0.00

ACRN AB (b) (4)
CIN: GFEBS001155551200006

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------------|
| 0007 OPTION | Handheld Device/Cartridge COVID-19 FFP The Contractor shall deliver (b) (4) Tests. The Contractor shall deliver the total quantity of COVID-19 tests in packs containing (b) (4) COVID-19 tests per pack (b) (4) or deliver packs of (b) (4) COVID-19 tests per pack (b) (4) in accordance with the purchase description. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | (b) (4) | Each | (b) (4) | (b) (4) |
| NET AMT | | | | | \$600,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|---------|
| 0008 OPTION | Negative External Control Materials FFP The Contractor shall deliver a (b) (4) (b) (4), in accordance with the Requirements in the Purchase Description. FOB: (b) (4) MFR PART NR: (b) (4) PSC CD: 6640 | (b) (4) | Each | (b) (4) | (b) (4) |
| NET AMT | | | | | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|---------|
| 0009 OPTION | Positive External Control Materials FFP The Contractor shall deliver (b) (4) _____, in accordance with the Requirements in the Purchase Description. FOB: (b) (4) _____ MFR PART NR: (b) (4) _____ PSC CD: 6640 | (b) (4) | Each | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|---------|
| 0010 OPTION | Swabs FFP The Contractor shall deliver (b) (4) _____, in accordance with the requirements stated in the Purchase Description, packaged in packs containing (b) (4) swabs per pack. FOB: (b) (4) _____ MFR PART NR: (b) (4) _____ PSC CD: 6640 | (b) (4) | Each | (b) (4) | (b) (4) |

NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|---------|
| 0011 OPTION | Shipping FFP The contractor shall ship all items from CLINs 0007-0010 to the delivery locations specified in the delivery schedule. FOB: (b) (4) MFR PART NR: TBD PSC CD: 9999 | (b) (4) | Lot | (b) (4) | (b) (4) |

NET AMT

(b) (4)

Section C - Descriptions and Specifications

PURCHASE DESCRIPTION

1. The DoD requires point-of-care (POC), nucleic acid-based COVID-19 diagnostic test systems to determine if they have a place in DoD's COVID-19 warfighter testing pyramid of medical health monitoring responses. This contracting action is intended to obtain POC, COVID-19 handheld devices/cartridges for evaluation and is not to conduct any product development. (Note: The term "cartridge" is used hereafter to designate the consumable/disposable portion of the device in which the biochemical analysis takes place.) The Government will provide the contractor with a copy of their system's performance report, NLT 90 days after the end of the DoD POC COVID-19, Phase 1 evaluation.

This contract does not allow for any quantities of devices/cartridges to be purchased or any additional Government testing beyond the Contract Line Item Schedule specified. Furthermore, it is the contractor's responsibility to seek any and all further development of their products and systems for clinical use. The Government will not provide assistance or input to the Contractor for device sponsorship. The performance report specified above may not be sufficient or appropriate, in and of itself, for an FDA review.

2. Contractor's systems labeling shall allow use in Clinical Laboratory Improvement Amendments (CLIA) waived settings or be under interactive review with the FDA for use in CLIA waived setting. The device shall have a small footprint (i.e. handheld) be easy to use, produce a result in less than 60 minutes, with minimal operator training and no sample preparation required.
3. The Visby Medical POC COVID-19 Handheld Device shall have the following performance attributes:
 - a. Shall have a EUA, or a FDA submission number demonstrating that the system has been submitted for review by FDA scientific and technical subject matter experts.
 - b. Must detect SARS-CoV-2 nucleic acid for the diagnosis of COVID-19
 - c. Must function with clinical respiratory or oral specimens.
 - d. Must have intended use settings that include patient care settings operating under a CLIA Certificate of Waiver.
 - e. Must not exceed one cubic foot in total size, and the total system must weigh under five pounds, all parts included.
 - f. Must provide on-site results in 60 minutes or less
 - g. May either be powered or non-powered. If Power is required to run the system, power shall either be standard 120V AC or battery in a size readily available in the United States.
4. Deliverables
 - a. Diagnostic Systems:

The Government intends testing systems in two phases. Phase 1 will be issued upon award with the required quantities of test systems and required accessories and consumables. Phase 2 will be included in the contract as a priced optional CLIN(s) for additional quantities of systems and required accessories and consumables.

 - i. Phase 1- Deliverables Required by 02 November 2020.

The contractor shall supply RUO or EUA labeled devices/cartridges , consumables, peripherals, and all necessary items to run a total of (b) (4) tests. Additionally, the contractor shall provide (b) (4) positive and (b) (4) negative external control materials (ECM).
 - ii. Phase 2- Deliverables Required by 05 March 2021.

The contractor shall supply EUA systems, consumables, peripherals, and all necessary items to run a total of (b) (4) tests. Additionally, the contractor shall include provide (b) (4) positive and (b) (4) negative external control materials.
 - b. Other Contractor Deliverable(s) requirements:
 - i. Instructions for Use (IFU) Pamphlet/Quick Guides. The contractor shall provide instructions for use (IFUs) and Quick Guides, and other commercially available training materials, to support the number

of systems being delivered. The delivery of this information shall coincide with the delivery date of the systems in Phase 1.

- ii. System Warranty Support: The contractor's POC COVID-19 diagnostic system to operate with the contractor shall provide the manufacturer's warranty for all devices and power adapters.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 000101 | N/A | N/A | N/A | N/A |
| 0002 | Destination | Government | Destination | Government |
| 000201 | N/A | N/A | N/A | N/A |
| 0003 | Destination | Government | Destination | Government |
| 000301 | N/A | N/A | N/A | N/A |
| 0004 | Destination | Government | Destination | Government |
| 000401 | N/A | N/A | N/A | N/A |
| 0005 | Destination | Government | Destination | Government |
| 000501 | N/A | N/A | N/A | N/A |
| 0006 | Destination | Government | Destination | Government |
| 000601 | N/A | N/A | N/A | N/A |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Inspection Of Supplies--Fixed Price
52.246-16 Responsibility For Supplies

AUG 1996
APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|--------|---------------|----------|---|---------------|
| 0001 | 04-DEC-2020 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 000101 | N/A | N/A | N/A | N/A |
| 0002 | 04-DEC-2020 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 000201 | N/A | N/A | N/A | N/A |
| 0003 | 04-DEC-2020 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 000301 | N/A | N/A | N/A | N/A |
| 0004 | 04-DEC-2020 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 000401 | N/A | N/A | N/A | N/A |
| 0005 | 04-DEC-2020 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 000501 | N/A | N/A | N/A | N/A |

| | | | | |
|--------|-------------|---------|---|--------|
| 0006 | 04-DEC-2020 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 000601 | N/A | N/A | N/A | N/A |
| 0007 | 05-MAR-2021 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |
| 0008 | 05-MAR-2021 | (b) (4) | (SAME AS PREVIOUS LOCATION) (b) (4) | W56XNH |
| 0009 | 05-MAR-2021 | (b) (4) | (SAME AS PREVIOUS LOCATION) (b) (4) | W56XNH |
| 0010 | 05-MAR-2021 | (b) (4) | (SAME AS PREVIOUS LOCATION) (b) (4) | W56XNH |
| 0011 | 05-MAR-2021 | (b) (4) | (SAME AS PREVIOUS LOCATION) (b) (4) | W56XNH |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|-------------------------------|----------|
| 52.211-17 | Delivery of Excess Quantities | SEP 1989 |
| 52.242-17 | Government Delay Of Work | APR 1984 |
| 52.247-34 | (b) (4) | NOV 1991 |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 09720202021040000026010CCOCOV255 S.0074658.3.3.3 6100.9000021001
 COST CODE: A5XAH
 AMOUNT: (b) (4)

AB: 09720202021040000026010CCOCOV22N S.0074658.3.3.3 6100.9000021001
 COST CODE: A5XAH
 AMOUNT: (b) (4)

| ACRN | CLIN/SLIN | CIN | AMOUNT |
|------|-----------|---------------------|---------|
| AA | 000101 | GFEB001155551200001 | (b) (4) |
| | 000201 | GFEB001155551200002 | (b) (4) |
| | 000301 | GFEB001155551200003 | (b) (4) |
| | 000401 | GFEB001155551200004 | (b) (4) |
| | 000501 | GFEB001155551200005 | (b) (4) |
| AB | 000601 | GFEB001155551200006 | (b) (4) |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

Combo _____

(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 | W911QY |
| Admin DoDAAC** | W911QY |
| Inspect By DoDAAC | W56XNH |
| Ship To Code | W56XNH |

(*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.

COR: [REDACTED] (b) (6)

KO: [REDACTED] (b) (6)

KS [REDACTED] (b) (6)

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

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | JUL 2018 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUN 2020 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.215-23 Alt I | Limitations on Pass-Through Charges (JUN 2020) - Alternate I | OCT 2009 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | MAY 2020 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2020 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | JAN 2019 |
| 52.222-54 | Employment Eligibility Verification | OCT 2015 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.229-12 | Tax on Certain Foreign Procurements | JUN 2020 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-11 | Extras | APR 1984 |

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| 52.232-17 | Interest | MAY 2014 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.244-6 | Subcontracts for Commercial Items | AUG 2020 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.211-7003 | Item Unique Identification and Valuation | MAR 2016 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic | DEC 2017 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2017 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2017 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7036 | Buy American--Free Trade Agreements--Balance of Payments Program--Basic | DEC 2017 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.232-7017 | Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration | APR 2020 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld

under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of Clause)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(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 contract expiration**. 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)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

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

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the

Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

(52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020))

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items. (FEB 2002)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

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):

www.acquisition.gov/far

(End of clause)

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|---|---------------------------------|--|---|-----------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1 CONTRACT ID CODE J | PAGE OF PAGES 1 8 | |
| 2 AMENDMENT/MODIFICATION NO P00001 | 3 EFFECTIVE DATE 30-Dec-2020 | 4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE | | 5 PROJECT NO (If applicable) | | |
| 6 ISSUED BY W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 | CODE W911QY | 7 ADMINISTERED BY (If other than item 6) W6QK ACC-APG NATICK DIVISION 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702 | | CODE W911QY | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) VISBY MEDICAL, INC. 3010 N 1ST ST SAN JOSE CA 95134-2023 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | X | 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0110 | |
| | | | | X | 10B. DATED (SEE ITEM 13) 28-Sep-2020 | |
| CODE 7BPP3 | 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) 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) IAW FAR 52.217-7 Opt. for Inc. Qty, FAR 52.243-1 Changes - Fixed Price | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to: 1) Exercise Option CLINs 0007-0011 in the total amount of (b) (4). 2) Funding for CLINs 0007-0011 is incorporated in the total amount of (b) (4). 3) Revise the delivery dates for CLINs 0007-0010, see summary of changes below. 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 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) / KO TEL: (b) (6) EMAIL: (b) (6) | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer) | | 16C. DATE SIGNED 30-Dec-2020 | | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0007

The option status has changed from Option to Option Exercised.

CLIN 0008

The option status has changed from Option to Option Exercised.

CLIN 0009

The option status has changed from Option to Option Exercised.

CLIN 0010

The option status has changed from Option to Option Exercised.

CLIN 0011

The option status has changed from Option to Option Exercised.

SUBCLIN 000701 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

000701
Funding
FFP
Funding
PURCHASE REQUEST NUMBER: 0011589396-0001

| | |
|---------|--------|
| NET AMT | \$0.00 |
|---------|--------|

ACRN AA
CIN: GFEBS001158939600001

(b) (4)

SUBCLIN 000801 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

000801
Funding
FFP
Funding
PURCHASE REQUEST NUMBER: 0011589396-0001

| | |
|---------|--------|
| NET AMT | \$0.00 |
|---------|--------|

ACRN AA
CIN: GFEBS001158939600002

(b) (4)

SUBCLIN 000901 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

000901
Funding
FFP
Funding
PURCHASE REQUEST NUMBER: 0011589396-0001

| | |
|---------|--------|
| NET AMT | \$0.00 |
|---------|--------|

ACRN AA
CIN: GFEBS001158939600003

(b) (4)

SUBCLIN 001001 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 001001 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011589396-0001 | | | | \$0.00 |

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEBS001158939600004

SUBCLIN 001101 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 001101 | Funding FFP Funding PURCHASE REQUEST NUMBER: 0011589396-0001 | | | | \$0.00 |

NET AMT \$0.00

ACRN AA (b) (4)
CIN: GFEBS001158939600005

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000701:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|-----------|
| N/A | N/A | N/A | N/A |

The following Acceptance/Inspection Schedule was added for SUBCLIN 000801:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|-----------|
| N/A | N/A | N/A | N/A |

The following Acceptance/Inspection Schedule was added for SUBCLIN 000901:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|-----------|
| N/A | N/A | N/A | N/A |

The following Acceptance/Inspection Schedule was added for SUBCLIN 001001:

| | | | |
|------------|------------|-----------|-----------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| N/A | N/A | N/A | N/A |

The following Acceptance/Inspection Schedule was added for SUBCLIN 001101:

| | | | |
|------------|------------|-----------|-----------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| N/A | N/A | N/A | N/A |

SECTION F - DELIVERIES OR PERFORMANCE

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

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 05-MAR-2021 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 05-MAR-2021 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

The following Delivery Schedule item has been added to CLIN 0007:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 12-FEB-2021 | (b) (4) | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

The following Delivery Schedule item for CLIN 0008 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 05-MAR-2021 | █ | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 12-FEB-2021 | █ | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

The following Delivery Schedule item for CLIN 0009 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 05-MAR-2021 | █ | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|---|---------------|
| 12-FEB-2021 | █ | BATTELLE MEMORIAL INSTITUTE DBA BATTELLE EASTERN SCIENCE & TECHNOLOGY CENTER 1204 TECHNOLOGY DRIVE ABERDEEN MD 21001 (b) (4) | W56XNH |

The following Delivery Schedule item for CLIN 0010 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---------------|----------|-----------------|---------------|
|---------------|----------|-----------------|---------------|

05-MAR-2021

[REDACTED]

BATTELLE MEMORIAL INSTITUTE
 DBA BATTELLE EASTERN
 SCIENCE & TECHNOLOGY CENTER
 1204 TECHNOLOGY DRIVE
 ABERDEEN MD 21001

W56XNH

[REDACTED]

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC /
CAGE

12-FEB-2021

[REDACTED]

BATTELLE MEMORIAL INSTITUTE
 DBA BATTELLE EASTERN
 SCIENCE & TECHNOLOGY CENTER
 1204 TECHNOLOGY DRIVE
 ABERDEEN MD 21001

W56XNH

[REDACTED]

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000701:

Funding on SUBCLIN 000701 is initiated as follows:

ACRN: AA

CIN: GFEB001158939600001

Acctng Data: 09720202021040000026010CCOCOV255 S.0074658.3.3.3 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A5XAH

SUBCLIN 000801:

Funding on SUBCLIN 000801 is initiated as follows:

ACRN: AA

CIN: GFEB001158939600002

Acctng Data: 09720202021040000026010CCOCOV255 S.0074658.3.3.3 6100.9000021001

(b) (4)

[REDACTED]

Cost Code: A5XAH

SUBCLIN 000901:

Funding on SUBCLIN 000901 is initiated as follows:

ACRN: AA

CIN: GFEB001158939600003

Acctng Data: 09720202021040000026010CCOCOV255 S.0074658.3.3.3 6100.9000021001

(b) (4)

[REDACTED]

Cost Code: A5XAH

SUBCLIN 001001:

Funding on SUBCLIN 001001 is initiated as follows:

ACRN: AA

CIN: GFEB001158939600004

Acctng Data: 09720202021040000026010CCOCOV255 S.0074658.3.3.3 6100.9000021001

(b) (4)

[REDACTED]

Cost Code: A5XAH

SUBCLIN 001101:

Funding on SUBCLIN 001101 is initiated as follows:

ACRN: AA

CIN: GFEB001158939600005

Acctng Data: 09720202021040000026010CCOCOV255 S.0074658.3.3.3 6100.9000021001

(b) (4)

[REDACTED]

Cost Code: A5XAH

(End of Summary of Changes)