AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO
0003

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
N/A

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY
U. S. Department of Health and Human Services
Assistant Secretary of Preparedness and Response
Office of Acquisitions Management, Contracts, and Grants (AMCG)
O'Neill House Office Building
Washington, D.C. 20515

7. ADMINISTERED BY (If other than item 6)
U. S. Department of Health and Human Services
Assistant Secretary of Preparedness and Response
Office of Acquisitions Management, Contracts, and Grants (AMCG)
O'Neill House Office Building
Washington, D.C. 20515

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)

Bioprotection Systems Corporation
2503 South Loop Drive
Ames, Iowa 50010-8646

9. AMENDMENT OF SOLICITATION NO.

9A. DATED (SEE ITEM 11)
September 29, 2016

10A. MODIFICATION OF CONTRACT/ORDER NO.
HHS01020160031C

10B. DATED (SEE ITEM 12)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.
Offers 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 one (1) copy 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 DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.
If by virtue of this amendment you desire to charge an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.133(a).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER: (Specify type of modification and authority)
Mutual consent of the parties and FAR 42.12 (Novation and Change of Name Agreements).

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

PURPOSE: The purpose of this modification is 1. to increase the ceiling for travel expenses from $(b)(4) to $(b)(6) and 2. to finalize the administrative changes regarding the novation. The prime contractor is changed from BioProtection Systems to Merck, Sharpe and Dohme. The signed novation agreement is attached.

Total Funds Currently Allocated $24,752,733.00 (Unchanged)

Total Estimated Cost $24,752,733.00 (Unchanged)

SEE CONTINUATION SHEET

FUNDED THROUGH: May 31, 2020 (Unchanged) COMPLETION DATE: May 31, 2020 (Unchanged)

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACT/ORDER NO.

15C. DATE SIGNED

15D. PREVIOUS EDITION UNUSABLE

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)
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PRESIGNED BY GSA
FAR (48 CFR) 53.
Beginning with the effective date of this modification, the Government and contractor mutually agree as follows:

1. Under ARTICLE B.4 (LIMITATIONS APPLICABLE TO DIRECT COSTS), paragraph b (Travel Costs) is deleted and replaced as follows:

   b. Travel Costs
   1. Total expenditures for travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract during the base segment (CLIN 0001) shall not exceed (b)(4) without the prior written approval of the Contracting Officer. The Contractor shall notify the Contracting Officer in writing when travel expenditures have exceeded (b)(4) of the base segment travel expenses. Costs must be consistent with Federal Acquisition Regulations (FAR) 52.247-63 – Preference for U.S. Air Flag carriers. Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulation (FTR).

2. Under SECTION J (LIST OF ATTACHMENTS), add Attachment 13 Novation Agreement (6 pages)

END OF MODIFICATION 0003 TO HHSO100201600031C